



OFFICIAL NOTICE AND AGENDA - AMENDED

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	October 22, 2024 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
24-1001	COUN	Approve Minutes of a previous meeting(s) (10/08/2024).	Place on file
04-1006	FIN	Resolution Approving the 2025 Operating Plan for Business Improvement District (BID) No. 1.	Approved 5-0
24-1014	HR	Resolution Approving Amendment of City of Wausau, Health Savings Account (HSA) and Employee Handbook 7.08 – Health Savings Account.	Approved 5-0
24-1015	HR	Resolution Approving Amendment of City of Wausau, Family Medical Leave Act (FMLA) Policy and Employee Handbook 8.07 – Family Medical Leave Policy.	Approved 5-0
24-1016	HR	Resolution Approving Addition of City of Wausau Employee Handbook, Whistleblower Policy 1.07.	Approved 5-0
04-0306	HR	Resolution Approving bargaining agreement between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2024 through June 30, 2026.	Approved 5-0
24-1017	I&F	Resolution Authorizing Downtown Snow/Ice Removal 2024-2025.	Approved 5-0
15-1013	FIN	Resolution Approving contract for residential and commercial building inspection services between the City of Wausau and City of Schofield.	Approved 5-0
24-1019	PARK	Resolution Granting permission to 3M Company to enter upon and have access to Riverside Park for soil testing and approval of an agreement with 3M Company.	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
24-0902	MAYOR	Mayor's Appointments	Placed on file
24-0906	FIN	Resolution Approving Vacation of right-of-way at 700 Grand Avenue for Commonwealth Development and releasing obligation, of the DOT for reimbursing city for property purchase.	Approved 5-0
23-1109Y	FIN	Resolution Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Firefighter positions.	Approved 5-0
23-1109Z	FIN	Resolution Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - moving \$800,000 Sewer Headworks Screening funding to Cherry Street Sewer Lift Station Rehabilitation.	Approved 4-1
23-1109AA	FIN	Resolution Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - moving lead service line replacement to Water SCADA Equipment.	Approved 5-0
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
24-0812	COUN	Resolution Approving a Planning Option Agreement between City of Wausau and Wangard Partners Inc. for 15 Fulton Street/920 N. 1st Street.	Pending
12-1012	HR & FIN	Resolution Authorizing health, dental and supplemental insurance plan design for 2025.	Pending
Public Comment & Suggestions			

Adjournment

Signed by Mayor Doug Diny

Members of the public who do not wish to appear in person may view the meeting live on live on the Internet, by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@wausauwi.gov with "Common Council Public Comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 10/16/2024 @ 8:00 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Proclamation

WHEREAS, approximately 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime, and 1 in 43 (2.3%) will die from the disease; and

WHEREAS, every two minutes a woman is diagnosed with breast cancer, and 30% of new women's cancer diagnoses will be for breast cancer; and

WHEREAS, breast cancer incidence increased during the most recent decade of data by 1% annually overall, with a steeper increase among women younger than 50 years than in those 50 or older; and

WHEREAS, in 2024, an estimated 310,720 new invasive breast cancers and 56,500 cases of ductal carcinoma in situ will be diagnosed among women in the US, and an additional 2,790 cases will be diagnosed in men; and

WHEREAS, the breast cancer death rate has dropped by 44% since 1989 because of advances in treatment and earlier detection, resulting in approximately 517,900 averted breast cancer deaths; and

WHEREAS, the 5-year relative survival rate for breast cancer is 91%, but drops to 86% at 10 years and 81% at 15 years after diagnosis; and

WHEREAS, in 2024, approximately 42,250 women and 530 men are expected to die from breast cancer; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim October 2024 as

Breast Cancer Awareness Month

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage all women and men to learn more about how this disease may affect their lives, and to take the necessary steps for early detection and prevention. I ask that during this month, we also recommit ourselves to standing by survivors and their families, and support worthy organizations working tirelessly to find a cure.



Doug Diny

Doug Diny
Mayor, City of Wausau
October 22, 2024

Proclamation

- WHEREAS,** Wausau is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and
- WHEREAS,** Wausau is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and
- WHEREAS,** Wausau is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and
- WHEREAS,** Wausau acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 1, 2024, as

Extra Mile Day

In the City of Wausau, State of Wisconsin, and I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.



Doug Diny

Doug Diny
Mayor, City of Wausau
October 22, 2024

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Doug Diny

Doug Diny
Mayor, City of Wausau
October 22, 2024

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, October 8, 2024, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

10/08/2024

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

10/08/2024

The Mayor of the City of Wausau Proclaims:

- Indigenous Peoples' Day (October 14, 2024)
- White Cane Safety Day (October 15, 2024)
- Curling Days in Wausau (October 24-27, 2024)

Tom Kilian was recognized for service to the City of Wausau as an Alder on the Common Council.
Dawn Herbst was recognized for service to the City of Wausau as an Alder on the Common Council.

The Chair spoke on Robert's Rules of Order to ensure civility of the meeting and on item 24-1008.

Point of order raised by Neal that the speech was not agendized. The point of order was not ruled on by the Chair.

Point of order raised by Larson that the speech was not agendized. The point of order was not well taken by the Chair and the Chair continued speaking.

Point of order raised by Lukens that the speech was not agendized. The point of order was well taken by the Chair and the Chair ceased comments.

Public Comment: Pre-registered citizens for matters on the agenda and other public comment

10/08/2024

1. Felix Gallo, 1206 Highland Park Boulevard – Spoke in support of the drop box.
2. Dave Jobelius, 1024 N. 8th Avenue – Spoke on the drop box.
3. Jay Coldwell, 3422 Horseshoe Spring Road – Spoke in support of the drop box.
4. Joanne Leonard, address not provided – Spoke in opposition of the drop box.
5. Christine Salm, 3312 N. 11th Street – Spoke in support of the drop box.
6. Maggie Cronin, 311 Summit Drive – Spoke in opposition of the drop box.
7. Robert Steffen, 206 S. 5th Avenue – Spoke in opposition of the drop box.
8. Melissa Markgraph, 11313 Solar Avenue, Mequon – Spoke in support of the drop box.
9. Joel Lewis, 807 Turner Street – Spoke in support of the drop box.
10. Tony Jordan, 627 Jackson Street – Spoke on the drop box.
11. Steve Schmidt, 1205 Parcher Street – Spoke against city spending.
12. Marie Schmidt, 1205 Parcher Street - Spoke against city spending.
13. Phillip Cooper, 1200 S. 50th Avenue, Apartment #9 – Spoke in support of the Mayor.
14. Debra Ryan, 702 Elm Street – Spoke in opposition of the drop box.
15. Scott Seedfeldt, 2007 Garth Street – Spoke in support of the drop box.
16. Christine Martens, 1228 Arthur Street – Spoke in support of the drop box.
17. Jon Radtke, 708 Franklin Street – Spoke in opposition of the drop box.
18. Anne Leskys, 1010 Everest Boulevard – Spoke in opposition of the drop box.
19. Nancy Stencil, 223281 Azalea Road, Wausau – Spoke in support of the drop box.
20. Joel Gardner, 504 Franklin Street – Spoke on the drop box.

- 21. Carolina Larrain, 4051 Stoneridger Drive – Spoke in opposition of the drop box.
- 22. Brittany Volich, Wisconsin Campaign Manager for All Voting Is Local – Spoke in support of the drop box.
- 23. Mary Bychinski, 703 Fulton Street – Spoke on the drop box.

Consent Agenda

10/08/2024

Without objection, item 24-1003 was pulled from the consent agenda by the request of Watson.

Motion by Neal, seconded by Larson, to adopt all the items on the Consent Agenda as follows:

24-1001 from the Common Council Approve Minutes of a previous meeting(s) (09/24/2024 and 09/26/2024).

24-1004 Ordinance from the Public Health & Safety Committee Amending Wausau Municipal Code § 9.04.010 – State statutes adopted.

24-1005 Resolution from the Infrastructure & Facilities Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (ABC Supply Co. Inc. – 102 Fulton Street).

24-1006 Resolution from the Parks & Recreation Committee Accepting donation of 508 E. Wausau Avenue.

24-1010 Resolution from the Economic Development Committee Approving the sale of City-owned Property to Habitat for Humanity at 722 Jefferson St.

24-1011 Ordinance from the Plan Commission and Historic Preservation Commission Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the Deutscher Arbeiter Unterstutzungs Verein - German Workmen’s Aid Society (DAUV Hall), 540 S 3rd Ave, as a Local Historic Landmark.

24-1012 Ordinance from the Plan Commission to Rezone 406 Winton St from part of a Heavy Industrial (HI) Zoning District to an Urban Mixed-Use (UMU) Zoning District.

05-0406 Resolution from the Finance Committee Terminating Tax Increment District Number Six.

24-0108 Resolution from the Public Health & Safety Committee Approving Various Licenses as Indicated.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

24-1003

10/08/2024

Motion by Henke, seconded by Rasmussen, to adopt the Ordinance from the Public Health & Safety Committee Creating Wausau Municipal Code § - Disorderly Conduct and/or Battery Against Election Officials, Election Registration Officials, or Clerks.

Watson stated this was a necessary ordinance as it covers municipal election officials as well as the county election officials. It was stated a lot of the controversy around elections prompted the necessity.

Lukens stated safety concerns need to be addressed and that it of the utmost importance to protect election workers and clerks.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

24-1002

10/08/2024

Motion by Henke, seconded by Tierney, to adopt the Mayor’s Appointments of Alder Terry Kilian and Alder Becky McElhaney, and Alder Sarah Watson as an alternate, to the Joint City of Wausau and Marathon County Homelessness Task Force.

Lukens questioned a lack of references and information for the appointment to the Police and Fire Commission. It was stated the Citizen Participation Form was in the packet. Lukens stated the form itself was not completed and that a completed form would be needed to move forward.

Motion by Lukens, seconded by Watson, to refer Mayor's Appointment to Police and Fire Commission back to the Mayor.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES

2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	NO

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASSED

Gisselman stated the importance of the work of the Joint City of Wausau and Marathon County Homelessness Task Force.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

24-0809

10/08/2024

Motion by Henke, seconded by Martens, to adopt the Joint Resolution from the Infrastructure & Facilities and Finance Committee Approving Developer’s Agreement with STS Investments LLC, west of Birchwood Drive and west of Old Coach Road.

Henke stated opposition in the Infrastructure & Facilities Committee due to the agreement for when payment is to be received for water/sewer hookup and the lack of payment tracking. It was stated a different payment agreement stifled the ability for the development to move forward and there is software to better track the payments now verses past practice. Henke stated support.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASSED

24-0812

10/08/2024

Motion by Lukens, seconded by Neal, to adopt the Resolution from the Economic Development Committee Approving a Planning Option Agreement between City of Wausau and Wangard Partners Inc. for 15 Fulton Street/920 N. 1st Street.

Kilian stated opposition of high-end economic development and this was not an appropriate time for the city to provide subsidized spending towards developers.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	NO

Yes Votes: 8 11 Henke, Chad YES
No Votes: 3 Abstain: 0 Not Voting: 0 Result: PASSED

Suspend the Rules **10/08/2024**

Motion by Martens, seconded by Henke, to Suspend Rule (6)B Filing specifically for 24-1007.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

24-1007 **10/08/2024**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving Settlement Agreement in Marathon County Case No. 19CV162 Kenneth J. Stankowski, et al vs. City of Wausau and related budget modification.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Public Comment & Suggestions **10/08/2024**

1. Debra Ryan – Spoke on the Wisconsin Rapids payment drop box.
2. Mica Grove – 316 S. 4th Avenue – Spoke in opposition to not taking up item 24-1008.
3. Cynthia Rhynert – 1302 Greenhill Drive – Spoke in support of the drop box.
4. Unknown speaker, address not provided – Spoke in support of the Mayor.

Adjourn **10/08/2024**

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 8:14 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2025 Operating Plan for Business Improvement District (BID) No. 1

Committee Action: Approved 5-0

Fiscal Impact: \$0 The Bid plan allows businesses within the district to establish assessments to fund activities that develop, manage, and promote the district

File Number: 04-1006

Date Introduced: October 22, 2024

WHEREAS, the Business Improvement District Board met in September 2025 and approved the 2025 operating plan which provides for special assessments of \$74,160 to fund Main Street activities; and

WHEREAS, state statutes require approval by the local legislative body; now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the 2025 operating plan for Business Improvement District No 1 is hereby adopted; and

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to meet the city's obligation under the plan including, but not limited do the levy of special assessments.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 8, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Jeremy Kopp, Bill Hebert

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action regarding 2025 Business Improvement District Operating Plan.

Motion by Gisselman, seconded by McElhaney, to approve. Motion carried 5-0.

DRAFT

**OPERATING PLAN
FOR
CALENDAR YEAR 2025
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF
WAUSAU, WISCONSIN**

**OPERATING PLAN FOR THE CALENDAR YEAR 2025
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN**

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**OPERATING PLAN FOR CALENDAR YEAR 2025
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN**

I. INTRODUCTION

Under Wisconsin Statute section 66.1109, (the “BID Law”) cities are authorized to create Business Improvement Districts (“BIDs”) upon the petition of at least one owner of property used for commercial purposes within the District. The purpose of the BID Law is “. . .to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” 1983 Wis. Act 184, Section 1, legislative declaration.

BID assessments are similar to traditional special assessments wherein property owners are assessed for improvements or services that benefit them. Unlike the traditional special assessments, however, BID assessments can be used to finance a wider range of activities, services and improvements such as The River District activities, special events, business retention, expansion and recruitment, promotions and marketing, and seasonal street decorations.

Pursuant to BID Law, an operating plan (“Operating Plan”) must be presented to all property owners of the proposed City of Wausau, Wisconsin Business Improvement District No. 1 (the “District”). The Operating Plan must show the services to be offered by the District, expenditures by the District, the special assessment method applicable to properties within the District for the second year of the BID, and other requirements of the BID Law.

II. DISTRICT BOUNDARIES

The Business Improvement District area shown in the map located in Appendix A, which is attached hereto and incorporated herein by this reference. This entire area represents the heart of Wausau’s central business district. The area also encompasses the area designated as the River District Wausau.

III. OPERATING PLAN

A. Plan Objectives

The objective of the Wausau River District, Inc. is to further promote the development, redevelopment, operation and promotion of the River District for the physical and economic benefit of all business and property owners within the BID as well as the entire Wausau community through the partial financing of the operating budget of Wausau River District, Inc. This is to occur in conjunction with the continued funding of these efforts by the City of Wausau.

Wausau River District, Inc. was accepted into the Wisconsin Main Street Program in 2002. Each year the program is provided three architectural drawings, available to any business or commercial property owner in the River District, by the Wisconsin Main Street Program. The Program also provides a maximum of two on-site business assistance visits and a one-day technical assistance visit, available to any business or commercial property owner in the River District. In addition, Wausau River District, Inc. holds regular committee meetings and listening sessions.

In conjunction with Wausau Events, Inc., the Main Street Program assists the organization of many beneficial and enjoyable events, such as Concerts on the Square, Winter Fest, Harvest Fest and the Holiday Parade. These events have attracted locals and visitors alike to the River District.

Wausau River District, Inc. continues to adopt and undertake work plans to develop and promote the River District as an exciting place to live, learn, work and play, through collaborative efforts that involve area businesses, public and private institutions and property owners.

B. Proposed Activities

With the funding from the BID, the Main Street Program is planning for 2025 the following programs, either directly, or through cooperative efforts with Wausau Events, Inc. and the City of Wausau:

I. Community Development

Goal: Foster community growth and economic vitality through strategic support, development, and engagement.

- Strategy 1: Support River District Businesses With Targeted Education & Resources.
 - Destination Creation Course Taught by WI Main Street Team
 - Retail Works with Lyn Falk and WI Main Street Team
 - Business Workshop Series
 - Updated Business Resource Guide
 - Operate the Sign Grant Program
- Strategy 2: Advocate For Growth Through Targeted Development & Revitalization Efforts.
 - Advocate For Residential Development In and Around the District
 - Create Pop-Up Shop Window Displays In Vacant Storefronts
- Strategy 3: Implement Events That Have a Direct Economic Impact in the District as a Destination
 - Small Business Saturday
 - River West Signature Event

II. Placemaking

Goal: Enhance the sense of place through thoughtful design, creative initiatives, and vibrant public events.

- Strategy 1: Strengthen the Sense of Place & Experience Through Design & Placement of Signage
 - Provide RiverWest Wayfinding/Gateway Signage
 - Install Banners on Street Lights Throughout the District
- Strategy 2: Promote Sense of Place within the District Through Creative Means
 - Sky Art Installation
 - Painted Crosswalks
 - Rain Stencils

- Light Project in Collaboration with the Women’s Community
- Strategy 3: Promote Sense of Place Through Events That Activate Public Spaces
 - Wausau Night Market Series
 - Self-Guided Tours of Murals & Historic Buildings via QR Code

III. Marketing/Promotion

Goal: Implement initiatives that celebrate local culture, while strengthening the district's branding and identity.

- Strategy 1: Host Events & Use Marketing Tools to Increase District Engagement & Visibility.
 - State of the River District Stakeholder Cocktail Mixer
 - Hot Happenings Weekly Newsletter
 - 12 Months CWA Video Ads
 - Visitor Pamphlets
 - Kiosk Business Listings Update
- Strategy 2: Develop Content to Promote & Clarify the District's Brand & Identity to the Community
 - “Meet Your Main Street: Wausau River District” Marketing Campaign
 - Take Professional Photos of the District/Events for Marketing Use
- Strategy 3: Create & Promote Campaigns to Highlight the District's Unique Offerings & Accomplishments
 - “Downtown Day Out” Itinerary Campaign
 - Shop Local Seasonal Video/Ad
 - Expanded “We Are Wausau” Campaign
 - Wisconsin Main Street Awards Submissions

IV. Organizational Administration

Goal: Strengthen organizational effectiveness and community presence through strategic growth and engagement.

- Strategy 1: Manage & Diversify Organizational Funding
 - Maintain/Secure Funding for Work Plans
 - Operate the FORD Program
 - Annual Giving Campaign
 - Pursue Grant Opportunities
- Strategy 2: Engage in Community Outreach
 - News you Need Quarterly Printed Newsletter
 - Engage in a Public Speaking Opportunities
 - Host Quarterly Community Roundtable Meeting
- Strategy 3: Develop, Recruit, & Engage New Board and Team Members
 - Recruit New Board Members and Committee Members
 - Implement a New Youth Board Member Program
 - Achieve Gold Tier Main Street Recognition

- Recruit New Volunteers
- Employee/Volunteer Appreciation

Based on resources, time and BID Board discretion, some of these programs may not be fully implemented. The BID Board acknowledges that the Main Street Program may conduct other activities similar to those above, to carry out the objectives identified above. The BID Board further acknowledges that the Main Street Program may not achieve full completion of all of the activities outlined above. In addition, the BID shall have all powers granted under the BID Law, including to collect the assessments provided herein, and to carry out the purposes of this Operating Plan.

C. Expenditures and Financing Method

The operating budget for the District is \$74,160.00 which will be collected through the BID assessment. The BID expenditure represents the partial funding of the 2025 Main Street Program, Wausau River District, Inc. This funding will be made upon written request from Wausau River District, Inc. to the extent of funds collected by the City of Wausau pursuant to the assessment levied hereby. The projected revenue and expenditures for year 2025 of Wausau River District are identified on Appendix B, which is attached hereto and incorporated herein. The actual budget will be adjusted if the actual revenue received is less than projected. The adjustments could include revising or eliminating individual budget line items as determined by the BID Board of Directors. Expenditures are intended to be made in a fair and equitable basis throughout and for the benefit of the entire District. In the event that a surplus exists at the end of any fiscal year, the monies may be carried over for expenditures in subsequent years.

The Operating Budget for any BID year will be subject to the approval of the City of Wausau, as set forth in Wisconsin Statutes section 66.1109. While this budget does not, the BID Board acknowledges that if any year's annual operating budget exceeds the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. No capital improvements are currently planned by the District. For the purpose of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decoration. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for the following year.

The District may not borrow funds.

The District will continue to support Wausau River District's efforts to solicit gifts, grants and other voluntary contributions from parties outside the Main Street Program boundaries.

D. Organization of the District Board

The Mayor shall appoint members, who will culturally represent Wausau's diverse communities, to the District Board (the "Board"), and the Wausau City Council will act on the confirmation of such appointments. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District's activities, to aid compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members shall either own or occupy real property in the District. If the actual property or business owner is an entity, that entity shall designate a representative to act on its behalf.

The Board shall be structured and operate as follows:

1. Board Size – 11 members.

2. Composition –

Business Owners – four members, representing owners of commercial business in the area;

Property Owners – five members, representing owners of commercial property in the area;

Government – one member, representing the City of Wausau; and

Wausau River District, Inc. – one member, representing Wausau River District, Inc., Inc.

In addition, the following representatives shall be appointed by the Mayor who shall not be formal members of the Board and therefore cannot vote, but who will represent the following constituency, and advise the Board, and shall be notified of all Board meetings, shall be able to attend such Board meetings and give input to the Board:

Board of Wausau River District, Inc. – all members (without votes) of the Board of Directors of Main Street Wausau, Inc.

3. Term – Appointments to the Board shall be two classes (of five and six members per class respectively) for staggered periods of two years.

4. Compensation – None.

5. Open Meetings Law – All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.

6. Record Keeping – Files and records of the Board’s affairs shall be kept pursuant to the Wisconsin Public Records Law.
7. Staffing and Office – To be determined as necessary.
8. Meetings – The Board shall meet regularly, at least once every three months. An annual meeting will be planned for all property/business owners.
9. Executive Committee – The Wausau River District, board of directors shall elect from its members a chair, a vice-chair, a secretary, and a treasurer who shall comprise an Executive Committee of the Board. The Executive Committee of the Board shall be authorized to oversee the day-to-day operations of the District, including the execution of minor contracts, and the signing of checks, subject to the controls adopted by the Board.
10. Committees – To be determined as necessary.
11. Non-Voting Advisors – The Board will have non-voting advisors, as identified above.
12. Powers – The Board shall have all powers necessary and convenient to implement the Operating Plan, including the power to contract.
13. Annual Report – The Board shall prepare and make available to the public annual reports, including an independent certified audit conducted by the City of Wausau, as required by the BID Law.

IV. METHOD OF ASSESSMENT

A. Annual Assessment Rate and Method

The annual assessment for District operating expenses will be in direct proportion to the equalized assessed value of that property within the District.

The total assessment for each assessed parcel is formulated as follows:

1. Divide the proposed annual District budget by the total assessed valuation (as reflected on the City’s tax rolls) of all property within the District that is subject to assessment as provided by law.

(Note - this quotient shall expressed to the nearest 1/10,000 and be referred to so the “BID Mil Rate”)
2. Multiplying the BID Mil Rate by the assessed valuation of each Assessable Property (as defined herein), the product of which shall be the District’s initial assessment of that Assessable Property, but shall be subject to the adjustments set forth in Section IV.A.3 below.

3. Notwithstanding the foregoing, the total of the District's assessment for each Assessable Property shall not exceed \$3,009.00 nor be less than \$309.00, which is computed using the following steps:
 - a. first, all Assessable Properties whose initial assessment is less than \$309.00 shall have their assessment adjusted to \$309.00;
 - b. second, any excess assessment created by the adjustment made in subsection a. shall be applied to reduce the initial assessment of all other Assessable Properties within the District;
 - c. third, all Assessable Properties whose initial assessment is greater than \$3,090.00 shall have their initial assessment adjusted to \$3,090.00;
 - d. fourth, any deficit of assessment created by the adjustments made in subsection c. shall be allocated among all other Assessable Properties on a proportionate basis, this basis being equivalent to what the total assessed value of Assessable Property bears to the total assessed value of all Assessable Properties in the District.

4. Use of each Assessable Property as of January 1 in the year of assessment, as reflected in the records of the Assessor for the City of Wausau, shall control for purpose of the District's assessment.

For purposes of this Operating Plan, an "Assessable Property" shall be defined as a parcel of land subject to assessment hereunder and under the BID Law, with a separate Tax Key Number, as identified in the City of Wausau's Assessor's Office.

The BID assessment is hereby levied by the City of Wausau, which shall be a lien against each of the tax parcels of real property contained in the District, unless exempted as identified herein, under the power of Wisconsin Statutes Chapter 66. Such special assessments are hereby levied by the City of Wausau by adoption of this BID Plan. The city comptroller is authorized to include the BID assessment on bills for properties subject to the assessment within the designated Improvement District for calendar year 2025.

The City of Wausau shall collect such BID assessments and shall provide to the BID Board an accounting of the amounts received and the tax key numbers for which they are collected. All assessments shall be placed in a segregated account in the City's treasury. The City shall disburse the funds when the BID Board requisitions payments for its expenses that are authorized by the BID Operating Plan. All interest earned by virtue of temporary investment of funds in the BID account shall remain in the account for activities delineated in the BID Operating Plan.

All assessments hereby levied shall be due and payable on or before the due date of the first installment of real estate taxes on the properties assessed hereby. No assessments levied hereby may be paid in installments.

B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. Wisconsin Statutes section 66.1109(1)(f) 1m: The District will not contain property used exclusively for manufacturing purposes.
2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.

Property exempt from general real estate taxes, for the calendar year in which the BID Operating Plan is adopted, are hereby excluded from the District by definition, even though the boundaries of the District would otherwise include them. Owners of tax exempt property adjoining the District and expected to benefit from District activities will be asked to make a financial contribution to the District on a voluntary basis. In addition, those tax exempt properties adjoining the District which are later determined no longer to be exempt from general property taxes, and tax exempt properties whose owners consent in writing to be assessed, shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY

Under Wisconsin Statutes section 66.1109(1)(f) 4, this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will increase the vitality of the Main Street Program Area and central business district and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

City Role in District Operation

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of the Operating Plan. In furtherance of its commitment, the City shall:

1. Maintain services to Wausau River District at their current levels;
2. Maintain the City's current financial commitment to Wausau River District, Inc. for \$26,591.00 per year in funding;
3. Handle the billing and collection of the BID assessment as provided herein;
4. Have the City Attorney make a legal opinion that the BID Operating Plan complies with the requirements of the BID Law; and
5. Annually perform an independent certified audit of the implementation and operating plan pursuant to section 66.1109(3)(c) of the BID Law.

VII. FUTURE YEAR OPERATING PLANS

A. Changes

This Operating Plan is designed to authorize and control the BID for only its 2025 activities.

Wisconsin Statutes Section 66.1109(3)(b) requires the Board and the City to annually review, approve, and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific properties, budget amounts and expenditures are based solely upon current conditions. Subsequent years' activities, budget, and assessments will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID Law.

B. Amendment, Severability and Expansion

The District has been created under authority of Wisconsin Statutes section 66.1109. Should any court find any portion of this Operating Plan, or the BID Law invalid or unconstitutional its decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment.

C. Automatic Termination Unless Affirmatively Extended

The District Board shall not incur obligations extending beyond 2025.

VI. GENERAL

All exhibits referenced herein are incorporated herein by reference.

APPENDIX B

WAUSAU RIVER DISTRICT, INC.

	General Fund	Placemaking	Marketing	Community	Admin	TOTAL
REVENUES						
Grants	\$ 25,000					25,000
BID Funds	\$ 74,160					74,160
Other (Sponsorships, advertising)	\$ 130,391					130,391
Total Revenues	\$ 229,551	\$ -	\$ -	\$ -	\$ -	229,551
EXPENDITURES						
Administration:					129,506	129,506
Projects:		43,500	8,250	16,000		67,750
TOTAL EXPENDITURES		43,500	8,250	16,000	129,506	197,256
Excess (Deficiency) of Revenues over Expenses						

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving Amendment of City of Wausau, Health Savings Account (HSA) and Employee Handbook 7.08 – Health Savings Account.	
Committee Action: Approved 5-0	
Fiscal Impact: None	
File Number: 24-1014	Date Introduced: October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the current language in City of Wausau Employee Handbook has the date of 2020 as date of contributions; and

WHEREAS, the city seeks to clean up language in 7.08-Health Savings Account (HSA); and

WHEREAS, the City seeks to amend language to assure accuracy with HAS policy going forward; and

WHEREAS, the Human Resources Committee reviewed and recommended approval of the requested modification of the City of Wausau Health Savings Account Policy (HSA) 7.08.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau does hereby amend the Wausau Health Savings Policy (HSA) 7.08– Health Savings Policy as attached, upon approval of council.

Approved:

Doug Diny, Mayor

7.08 – Health Savings Account (HSA)

The City's health plan is currently a qualified high deductible health plan (HDHP). Eligible employees who participate in the city's health plan are allowed to open a Health Savings Account at any bank of the employee's choosing. An HSA allows employees to contribute pre-tax dollars to pay for qualified medical, prescription, dental and vision expenses. HSA balances roll over from year to year and can be saved for future medical expenses or retirement. Employees who enroll in an HSA are only allowed to enroll in the Limited Purpose health care FSA, which limits use of the FSA money for qualified dental and vision expenses.

~~For 2020, the City may make an employer contribution to the HSA accounts of employees enrolled in the health plan. Determination of contribution amounts will be made every year before open enrollment. in the following amounts: Employee only plan: \$600; Family plan: \$1,200. The City's contribution is only made if the employee contributes at least \$600 to her/his HSA annually if on the employee only plan or a minimum of \$1,200 if on the family plan. If the City's contribution is made bi-monthly.~~

Employees are not eligible for this benefit if:

- Enrolled in Medicare Part A, Tri-Care or VA Benefits.
- Employee or spouse is enrolled in a regular medical FSA.
- Has dual coverage (HSA participant covered by another plan that is not HSA eligible).

DRAFT

**CITY OF WAUSAU JOINT HUMAN RESOURCES COMMITTEE/FINANCE COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: October 14, 2024, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
HR MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney
FIN MEMBERS PRESENT: Michael Martens (C), Gary Gisselman (VC), Chad Henke, Becky McElhaney, Vicki Tierney

Also Present:

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action to Approve Amending Employee Handbook Section 7.08 – Health Savings Account (HSA).

Henderson said that this item is language clean up to remove the 2020 date to avoid any confusion.

Motion by Gisselman to approve amending Employee Handbook Section 7.08 – Health Savings Account (HSA). Second by Martens. All ayes. Motion passed 5-0.

Human Resource Committee Packet

October 2024

Agenda Item
Discussion and possible action to approve amending policy 7.08 in employee handbook to update language regarding our Health Savings Plan
Background
In our current employee handbook, policy 7.08 references a date regarding the city's HSA. We are proposing changing the language to cover the entirety of the plan dates instead of a specific time period.
Fiscal Impact
none
Staff Recommendation
Discuss and possible action on approving amending the employee handbook, policy 7.08 to update language regarding the city's HSA.
Staff contact: James Henderson (715-261-6634)

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEES	
Approving Amendment of City of Wausau, Family Medical Leave Act (FMLA) Policy and Employee Handbook 8.07 – Family Medical Leave Policy.	
Committee Action: Approved 5-0	
Fiscal Impact: None	
File Number: 24-1015	Date Introduced: October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau FMLA Policy and Employee Handbook 8.07 – Family Medical Leave Policy that currently runs on a calendar year bases and allows intermittent leave for bonding time at will beyond the 16 week time required by State Family Medical Leave is proposed to be adjusted; and

WHEREAS, the current practice causes issues maintaining minimum staffing requirements and additional overtime costs for unplanned leaves; and

WHEREAS, the City has determined that adjusting the Federal FMLA to be traced as a 12-month period measured forward will eliminate the ability to utilize up to 24 weeks in a shorter timeframe than 12 months; and

WHEREAS, the City has determined that following the Federal FMLA practice of not allowing intermittent leave for bonding time unless extraordinary circumstances exist, will assist departments in reducing issues maintaining minimum staffing requirements and unplanned overtime; and

WHEREAS, the Human Resources Committee reviewed and recommended approval of the requested modification of the City of Wausau FMLA Policy and Employee Handbook 8.07.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau does hereby

amend the Wausau FMLA Policy and Employee Handbook 8.07 – Family Medical Leave Policy as attached, effective January 1, 2025, which fulfills the 60-day notice of change required by law.

Approved:

Doug Diny, Mayor

8.07 – Family Medical Leave Policy

The City provides family and medical leave to eligible employees consistent with Wisconsin and Federal laws. In general, eligible employees shall be allowed up to twelve (12) work weeks of unpaid leave per calendar year under state law and per 12-month period measured forward under federal law for the birth or placement of a child for adoption or foster care, or for the employee's own serious health condition or when the employee is needed to care for the employee's parent, spouse, or child with a serious health condition, or when an employee has a qualifying exigency as a result of a parent, spouse or child serving in active military duty. Eligible employees are allowed twenty-six (26) weeks of unpaid leave to care for a parent, spouse, child, or next of kin who is on active duty and sustains a serious injury or illness which renders the service member medically unfit to perform his/her duties. Wisconsin and Federal family and medical leave will run concurrently with each other and with any other leave which is available to the employee under the policies of the City or other Federal and State laws. Unless provided for under a different leave policy, the family and medical leave will be unpaid.

The taking of leave under this policy will not be used in any employment decision involving the employee including the determination of raises or disciplinary action.

A. Eligibility for Leave

An employee, who has worked for the City for at least fifty-two (52) consecutive weeks and has been paid by the City for at least one thousand (1,000) hours in the twelve (12) months immediately preceding the date the leave begins, is eligible for leave under the Wisconsin family and medical leave law. An employee, who has worked for the City for at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours for the City in the twelve (12) month period immediately preceding the date the leave begins, will be eligible for Federal family and medical leave. The leave taken under this policy will be counted toward the leave to which an employee may be entitled under Federal and/or Wisconsin leave laws.

B. Reasons for a Leave

Eligible employees are generally entitled to an unpaid leave under this policy during a calendar year for one or a combination of the following reasons:

1. Birth or Placement for Adoption or Foster Care of a Son or Daughter.

Unpaid leave of up to twelve (12) weeks under Federal law and/or six (6) weeks under Wisconsin law is available to an eligible employee. Leave for this purpose may not be taken on an intermittent basis unless ~~the City agrees otherwise or as~~ required by law or is due to extraordinary circumstances such as: court appearance or disaster. Only department heads and/or Mayor may approve intermittent bonding beyond the 16 weeks. Leave under this provision must commence within sixteen (16) weeks of the date of the birth or placement for adoption. Any accrued paid leave for which the employee is eligible at the time the leave begins may be substituted, or may be required to be substituted, for this otherwise unpaid time. Entitlement to leave for the birth or placement for adoption or foster care ends twelve (12) months after the birth or placement for adoption or foster care.

2. Serious Health Condition of Employee.

Unpaid leave of up to twelve (12) weeks under Federal law and/or two (2) weeks under Wisconsin law may be taken by an eligible employee for the employee's own "serious health condition." A serious health condition generally occurs when an employee receives inpatient care at a hospital, hospice or nursing home or outpatient care which requires a schedule of continuing treatments by a health care provider and the employee is incapable of performing the functions of his/her position because of the condition. Leave for this reason may be taken all at once or in smaller increments as necessary. If the leave is taken in smaller increments, the employee may be temporarily transferred to a different job. In general, the City will consider any absence of more than three (3) full days due to illness or injury to be absence for a serious health condition.

If the leave is required due to a work-related injury, for any employee ~~who is on leave for more than two (2) weeks, the~~ family and medical leave will run concurrently with the workers compensation leave.

3. Serious Health Condition of a Child, Spouse, or Parent

Unpaid leave of up to twelve (12) weeks under Federal law and two (2) weeks under Wisconsin law may be taken by an eligible employee, who is needed to care for a child, spouse, or parent with a "serious health condition."

4. Qualifying Exigency of Active Duty Spouse, Child or Parent

Unpaid leave of up to twelve (12) work weeks under Federal law may be used to address certain qualifying exigencies when a spouse, child or parent is on active military leave or is called to active duty in the uniformed services. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending certain post-deployment reintegration briefings.

5. Serious Injury or Illness of Covered Servicemember

Unpaid leave of up to twenty-six (26) work weeks under Federal law may be used to care for a covered servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, who has a serious injury or illness incurred or aggravated in the line of duty within the last five (5) years that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

C. Substitution of Paid Leave

Any paid time off to which the employee is entitled at the time the leave begins may be substituted, or required to be substituted, for the otherwise unpaid time off. An employee requesting substitution of paid time off for the otherwise unpaid leave must comply with

the City's leave policies applicable to the type of paid leave the employee is requesting be substituted. If the request to substitute paid leave is denied, the employee will be notified that the request has been denied and the reason for the denial. If the leave is not taken all at once, but is taken in smaller increments, the employee may be temporarily transferred to another job at the City. Once the employee has exhausted any paid time off the remainder of the leave will be unpaid. Any paid leave used will not be available later.

D. Notification to the City

In the event the need for a leave under this policy is foreseeable, the employee shall notify the City, in writing, at least thirty (30) calendar days before the start date of the leave. The form to request a family and medical leave is available from the Human Resources Department. In the event of an emergency, written notice must be received by the City promptly after the leave commences, and such notice must comply with the City's policies regarding notice of absence from work. Failure to provide the required notification may result in the delaying of the leave.

E. Certification of Need for Leave

Within fifteen (15) days of requesting a leave under this policy, the employee must file the appropriate completed certification with the Human Resources Department~~ir Department~~ ~~Director~~ or the leave may not be classified as a leave under this policy. The certification forms are available from the Human Resources Department. If the City determines that the medical certification is incomplete or insufficient, the employee will be notified in writing. The employee must provide the additional information/documentation within seven (7) days. The City may also contact the health care provider directly to authenticate or clarify the information provided on the medical certification form.

F. Benefits Coverage

If an employee is participating in the City's group health, dental, life, and Long Term Disability insurance programs prior to the start of the leave, the employee may continue to receive coverage under those plans. The City shall continue to provide health, dental, life, and Long Term Disability insurance at the same level and under the same conditions as if the employee was continuing to work, for the duration of the leave. The employee shall continue to be responsible for the employee's share of the premiums (if any is required for similarly situated active employees).

If the employee has paid time off substituted for the otherwise unpaid leave, the employee's share of the premiums will be paid through the normal payroll deduction method. If the leave, or any portion thereof, is unpaid, the employee shall pay for the employee's portion of the premiums (if any is required for similarly situated active employees) during the leave. All premiums for coverage must be received by the City no later than the first day of the month to which the coverage relates. Certain other benefits may also be continued during a leave provided under this policy. An employee who does not want to continue health or any other insurance coverage while on leave shall notify the Human Resources Department, in writing; otherwise, it will be assumed that the employee chooses to continue such coverage. If an employee fails to return to work at the City or fails to remain at work

for a period provided by law, the City may recover its portion of the premium paid for health plan coverage during the leave.

G. Additional Certification

The City may require an employee to provide additional Health Care Provider Certifications from a health care provider chosen, and paid for by the City. The City may also require that an employee re-certify as to the continuation of the serious health condition at various points in time under certain circumstances.

H. Return to Position at End of Leave

An employee, who returns to work at the City at the end of a family or medical leave, shall be returned to the position the employee held at the commencement of the leave or, if the position has been filled, to equivalent employment with the City. If an employee wishes to return to work before the previously approved end date of the leave, the employee shall give the City reasonable advance notice prior to the desired return date. If the reason for the leave was the employee's own serious health condition, the employee shall provide the City with a medical release from the employee's health care provider before returning to work. Failure to provide such a release will delay the employee's return to work until such release is provided to the City.

I. Failure to Meet Policy Requirements

An employee who fails to meet the requirements of this policy may have his/her request for a leave denied or delayed until the requirements are met.

DRAFT

**CITY OF WAUSAU JOINT HUMAN RESOURCES COMMITTEE/FINANCE COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: October 14, 2024, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
HR MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney
FIN MEMBERS PRESENT: Michael Martens (C), Gary Gisselman (VC), Chad Henke, Becky McElhaney, Vicki Tierney

Also Present:

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action to Approve Amending the City of Wausau FMLA Policy and Employee Handbook Section 8.07 – Family Medical Leave Policy.

Henderson provided the committee with information on how the federal government allows FMLA time to be issued; calendar year, 12-month period measured forward, and 12-month period measured backward. The City has been providing FMLA time by calendar year, which is the most expensive and can be abused, therefore it was determined to change the federal FMLA period to a 12-month period measured forward, which is the most common method for employers.

Martens asked how this change will affect employees already on FMLA. Henderson said that anyone on FMLA will not be affected, and that the change will be effective January 1, 2025 moving forward.

Motion by Tierney to approve amending the City of Wausau FMLA Policy and Employee Handbook Section 8.07 – Family Medical Leave Policy. Second by Kilian. All ayes. Motion passed 5-0.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving Addition of City of Wausau Employee Handbook, Whistleblower Policy 1.07.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	24-1016
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, The City seeks complianance with the requirements of federal HUD grants; and

WHEREAS, The City of Wausau needs to add a Whistleblower policy to the employee handbook; and

WHEREAS, The Whistleblower Policy and employee Handbook 1.07 will apply to all city employees; and

WHEREAS, the Human Resources Committee reviewed and recommended approval of the requested addition of the City of Wausau Whistleblower Policy Employee Handbook 1.07

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau does hereby add the Wausau Whistleblower Policy and Employee Handbook 1.07 – Whistleblower Policy as attached, upon action by this council.

Approved:

Doug Diny, Mayor

1.07- Whistleblower Protection Policy

Whistleblower policies are critical tools for protecting individuals who report activities believed to be illegal, dishonest, unethical, or otherwise improper.

1. The organization will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
2. Whistleblower protections are provided in two important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.
3. Individuals protected include:
 - the employee, or a person acting on behalf of the employee, who reports to a public body or is about to report to a public body a matter of public concern; or
 - the employee who participates in a court action, an investigation, a hearing, or an inquiry held by the city on a matter of public concern.
4. The organization may not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment.
5. The organization may not disqualify an employee or other person who brings a matter of public concern or participates in a proceeding connected with a matter of public concern, before a public body or court, because of the report or participation, from eligibility to bid on contracts with the organization; receive land under a district ordinance; or receive another right, privilege, or benefit.
6. Limitation to protections
 - A person is not entitled to the protections under this policy unless he or she reasonably believes that the information reported is, or is about to become, a matter of public concern; and reports the information in good faith.
 - A person is entitled to the protections under this policy only if the matter of public concern is not the result of conduct by the individual seeking protection, unless it is the result of conduct by the person that was required by his or her employer.

- Before an employee initiates a report to a public body on a matter of public concern under this policy, the employee shall submit a written report concerning the matter to the organization's chief executive officer. However, the employee is not required to submit a written report if he or she believes with reasonable certainty that the activity, policy, or practice is already known to the chief executive officer; or that an emergency is involved.

Procedures

1. If an employee has knowledge of or a concern of illegal or dishonest/fraudulent activity, the employee is to contact his/her immediate supervisor or the Human Resources Director. All reports or concerns of illegal and dishonest activities will be promptly submitted by the receiving supervisor to the Human Resources Director, who is responsible for investigating and coordinating any necessary corrective action. Any concerns involving the Human Resource Director should be reported to the chief executive officer.
2. The whistleblower is not responsible for investigating the alleged illegal or dishonest activity, or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.
3. Examples of illegal or dishonest activities include violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action.

Supplemental information - Definitions

1. "Whistleblower" is defined by this policy as an employee who reports, to one or more of the parties specified in this policy, an activity that he/she considers to be illegal, dishonest, unethical, or otherwise improper.
2. "Employee," or "public employee," means all city employees, written or oral, express, or implied, for the city.
3. "Matter of public concern" means
 - a. a violation of a state, federal, or municipal law, regulation, or ordinance.
 - b. a danger to public health or safety; and/or
 - c. gross mismanagement, substantial waste of funds, or a clear abuse of authority.

DRAFT

**CITY OF WAUSAU JOINT HUMAN RESOURCES COMMITTEE/FINANCE COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: October 14, 2024, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
HR MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney
FIN MEMBERS PRESENT: Michael Martens (C), Gary Gisselman (VC), Chad Henke, Becky McElhaney, Vicki Tierney

Also Present:

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action to Approve the Addition of Section 1.07 – Whistleblower Policy to the Employee Handbook.

Henderson explained that Tammy Stratz, Community Development Manager, said they would like to accept a grant but that the City needs to have a Whistleblower Policy in place since they are dealing with Federal dollars. Henderson said that this policy would encompass all employees and that he worked with an employment attorney to customize it to meet the needs of the City.

Kilian asked about the language in the policy stating that a person is not entitled to protection unless the information reported is of public concern, and if that would limit someone from reporting an issue. Henderson said that this language should not affect if someone reports something and that working for a municipality, almost all matters could be considered of public concern. Henderson explained that a policy cannot be finite in language but rather it should cover principles that judgement can then be used to determine if it meets the criteria of the policy.

Gisselman questioned confidentiality for employees that report an issue and how Henderson determines how to conduct the investigation. Henderson explained that everything is done to try to maintain confidentiality for an employee who reports an issue, but if necessary, the identity of the employee may need to be revealed in certain circumstances, therefore confidentiality is never promised or guaranteed to an employee. Henderson said that as far as how an investigation is handled, the HR Director determines if the process can be handled internally by the HR Director or if others are required in order to assist or conduct the investigation. Gisselman asked if Henderson has dealt with conflicts between city staff before and how he has handled that. Henderson said that he has had experience with this if he felt that he had a conflict of interest he would defer the issue to the City Attorney to determine how to handle it.

Motion by Kilian to approve the addition of Section 1.07 – Whistleblower Policy to the Employee Handbook. Second by Tierney. All ayes. Motion passed 5-0.

Human Resource Committee Packet

October 2024

Agenda Item
Discussion and possible action to approve addition of policy 1.07_Whistleblowing Policy
Background
The city desires to extend whistleblowing protection to its employees to assure their freedom to report situations believed to be illegal, dishonest, unethical, or otherwise improper. The policy is intended to assure the reporting of events without the fear of retaliation.
Fiscal Impact
none
Staff Recommendation
Discuss and possible action on approving policy 1.07_Whistleblowing Policy
Staff contact: James Henderson (715-261-6634)

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE	
Approving bargaining agreement between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2024 through June 30, 2026.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	04-0306
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereby referred to as “City”) and the Local 1168 Amalgamated Transit Union, AFL-CIO (hereafter referred to as the “Transit Union”) have agreed to the provisions of a collective bargaining agreement encompassing the time period of July 1, 2024 to June 30, 2026, the summary of the agreement being attached; and

WHEREAS, your Human Resources Committee at their 10/14/2024 meeting and Finance Committee at their 10/14/2024 meeting recommend the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Transit Union, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two-year agreement, encompassing the periods of July 1, 2024 to June 30, 2026 inclusive and retroactive, and

BE IT FURTHER RESOLVED that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

Doug Diny, Mayor

SUMMARY
OF
TRANSIT COLLECTIVE BARGAINING AGREEMENT
CHANGES

- Term: July 1, 2024, to June 30, 2026.
- Combined *Utility Worker/Mechanic* and *Utility Worker* positions into one classification and renamed to *Facilities Maintenance*.
- Renamed *Maintenance Tech* to *Lead Maintenance Tech*.
- *Bus Operators*, *Paratransit Operator*, and *Facilities Maintenance* received an initial three percent (3%) increase for PP14 2024. Then a one and one-half percent (1.5%) increase at PP1 2025, PP14 2025, and PP1 2026.
- *Mechanic I* and *Mechanic II* received an initial four percent (4%) increase for PP14 2024. Then one and one-half percent (1.5%) increase at PP1 2025, PP14 2025, and PP1 2026.
- *Lead Maintenance Tech* received an eight and four hundred thousand percent (8.4%) increase at PP14 2024. Then two (2%) increase at PP1 2025, PP14 2025, and PP1 2026.
- General correction of typos and other grammatical errors.
- Clarified that full-time employee benefits are based on assigned work hours or eight (8) hours whichever is greater. Part-time workers are based on six (6) hours.
- Employees changing departments start over in terms of department seniority, which affects picking of vacation and work schedules.
- Employees going from *Mechanic I* to *Mechanic II* and *Bus Operator I* to *Bus Operator II* are not subject to a six-month (6) evaluation period.
- Adopted the City's Personal Holiday Policy found in the Employee Handbook.
- Adopted the City's Vacation Accrual Policy found in the Employee Handbook.
- Transit Management will post a tentative schedule for the following week by the end of the business day on Wednesday. All time off requests are due the Monday before the schedule is posted. Employees will be guaranteed the number of hours posted on the tentative schedule for that week unless they take time off without providing proper notice.
- Removal of Catastrophic Sick Leave Accounts.

- Driving instructors' rate increased from one dollar (\$1.00) to one dollar and fifty cents (\$1.50) per hour while engaged in training duties.
- Route trainers' rate increased from fifty cents (\$0.50) to one dollar (\$1.00) per hour while engaged in training duties.
- New employees who complete and obtain a CDL will receive two (2) bottoms and three (3) shirts, paid for by the City. If they voluntarily leave during the probationary period, they shall reimburse the City two hundred dollars (\$200.00). Per contract year, operators will receive three (3) bottoms, five (5) shirts, one (1) jacket, and one (1) hat, paid for by the City. Operators may wear any professional closed toe athletic or dress shoes. Any additional items may be purchased by the employee at their own expense.
- City will pay fifty percent (50%), up to two hundred fifty dollars (\$250), for a pair of rubberized snow boots for shop employees.
- Ear and eye protectors are paid for by the City up to seventy-five dollars (\$75) and one hundred fifty dollars (\$150) respectively. Prior management approval required.
- Clarified that the employee's last day at work is the last day on the payroll.
- Added Article 36: Non-Discrimination
- Added Side Letter #1 agreeing to follow City's Code of Conduct and Employee Handbook.
- Added Side Letter #2 agreeing to eliminate Utility Worker/Mechanic and Utility Worker job titles and replace with Facilities Maintenance. Those employees would be placed in the new job title and keep current wage progression and seniority. Agree to eliminate the Maintenance Tech position and replace it with the Lead Maintenance Tech. That employee would be placed in the new job title and keep current wage progression and seniority.

**AGREEMENT
BETWEEN THE
CITY OF WAUSAU**



**AND
LOCAL 1168
AMALGAMATED TRANSIT UNION, AFL-CIO**

JULY 1, 2024, TO JUNE 30, 2026

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MEMORANDUM OF AGREEMENT
BETWEEN
WAUSAU AREA TRANSIT SYSTEM, INC.
AND
LOCAL DIVISION NO. 1168, AMALGAMATED TRANSIT UNION, AFL-CIO

This Memorandum of Agreement made and entered into by and between the Wausau Area Transit System (WATS), d.b.a Metro Ride, operating the bus and intervening territory, their successors, lessees and assignees, hereinafter referred to as "Employer", and Local Division 1168, Amalgamated Transit Union, AFL-CIO, hereinafter referred to as "Union".

WHEREAS, the Employer and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work, and conditions of employment.

WHEREAS, the Employer and the Union recognize that by increasing productivity and efficiency of operations, the Wausau Area Transit System will continue to prosper and grow.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - POLICIES OF EMPLOYER AND UNION

The mutual interest of the Employer and employees is recognized by this agreement for the operation of transit operations under methods that will promote safety, economy of operations, cleanliness, proper care of equipment and protection of property and the ethical conduct of business and labor relations between the Employer and the employees. The Union pledges that it will cooperate with the Employer in a concerted effort for more productivity. Every employee shall endeavor to increase their individual productivity and make use of all suggestions relative thereto from the Employer.

ARTICLE 2 – RECOGNITION

The Employer continues to recognize the Union as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours, and conditions of employment for the employees set forth in Appendix "A" of this agreement, which is incorporated herein by reference.

Expressly excluded from the bargaining unit of the Amalgamated Transit Union, Local Division 1168, AFL-CIO, are the Transit Director, Deputy Director, Transit Operations Supervisor, Transit

Maintenance Supervisor, Administrative Assistant III, and other managerial, supervisory, and confidential employees.

ARTICLE 3 - EMPLOYEES COVERED BY THIS AGREEMENT

Whenever the term "Employee" is used in this Memorandum of Agreement, it shall mean and include only those employees set forth in Appendix "A" of the Agreement. Article 8 through and including Article 21 of this Agreement, except as otherwise specified, apply only to regular full-time employees.

ARTICLE 4 – PROBATION

- A. Probationary Period: All full-time and part-time employees shall serve a probationary period of six (6) months from date of hire. The probationary period for any new full-time employee hired may be extended not to exceed an additional six (6) months at the discretion of the Employer. In the event the employee becomes a permanent employee, seniority and other benefits under this contract shall accrue to the original date of hire providing such employee was continuously employed by the Employer in this bargaining unit. A probationary employee is any non-permanent employee who receives no rights or benefits except as specifically set forth in this contract.

During the probationary period, the employee shall attain no seniority rights and be subject to dismissal for any reason without recourse to the arbitration procedure.

- B. Probationary Employee Benefits: All probationary employees shall receive the same holidays, funeral leave, and retirement benefits as those received by regular employees. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time usage will be based on 6 hours.
- C. Exceptions: Any part-time employee going to full-time employment shall receive all benefits set forth in paragraph (B) Probationary Employee Benefits upon date of going to full-time.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate its operations and all management rights repose in it but such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- A. To direct all transit operations and operations incidental thereto.

- B. To hire, promote, transfer, assign and retain employees in positions with the Employer, including the right to hire specialists, on either a temporary or permanent basis.
- C. To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- D. To relieve employees from their duties because of lack of work or other legitimate reasons.
- E. To maintain efficiency of transit operations entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods or services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the operations in situations of emergency.
- L. To establish work rules and schedules of work.

ARTICLE 6 - SENIORITY RIGHTS

- A. Seniority List: The Employer agrees to keep posted in an acceptable place, in the operator's room and garage, an up-to-date seniority list showing the seniority standing of each and every employee, and the work classification.
- B. Roll of Seniority: It shall be the policy of the Employer to recognize seniority and qualifications as two (2) of its criteria in making promotions.
- C. Definition of Seniority: Subject to successful completion of the probationary period, seniority shall commence upon date of hire and be based upon the actual continuous length of service for which payment has been received by the employee, provided, however, that it is herein agreed that the agreement covers all employees who were previously employees of the Wisconsin Public Service Corporation and Wausau Transit Lines, Inc. and that such employees shall be given full credit for all time of continuous service with said previous employer in calculating seniority under this agreement. Employees shall hold seniority only in their respective department, which at the present time consists of bus operators,

garage employees, and part-time employees. If an employee chooses to change departments they shall go to the bottom of the seniority list in that department; this shall not affect any other rights and/or benefits, only picking of work and vacation.

- D. Notification of Union: When a promotion within the bargaining unit is to be made, the Employer will notify the President of the Union at least five (5) days prior to making the promotion. All new jobs or promotions within the bargaining unit shall be posted on the bulletin board with notification first to the Union.
- E. Qualifications: The initial determination as to an employee's qualifications shall be made by the Employer. However, if there is a difference of opinion as to the qualifications of an employee, the Union may take the matter up for adjustment under the grievance procedure.
- F. Evaluation Following Change in Classification: An employee being promoted to a higher classification within the bargaining unit shall serve an evaluation period of six (6) months in the new classification. This evaluation period does not apply to employees moving from Mechanic I to Mechanic II or from Bus Operator I to Bus Operator II. Any employee who does not complete the evaluation period successfully shall be returned to his/her former classification at his/her former rate of pay. The employee promoted may disqualify himself/herself during the probationary period and return to his/her former classification at his/her former rate of pay with accumulated seniority. In the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, such employee shall retain his/her bargaining unit seniority for a period not to exceed six (6) months from the date of said promotion.

However, in the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, and that employee's position is subsequently eliminated, that individual may return to a bargaining unit position and shall retain seniority rights in the bargaining unit to the extent accumulated as of the date of the promotion to the supervisory or management position.

- G. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:
 - 1. Quits
 - 2. Is discharged for just cause
 - 3. Is absent from work for three (3) consecutive working days without notification to the employer
 - 4. Fails to report to work within five (5) working days after receiving notice of recall
 - 5. Fails to report for work at the termination of a leave of absence

6. Is on a leave of absence for personal or health reasons and accepts other employment without permission
 7. Retires
 8. Is not re-employed for a period of two (2) years after being laid off.
- H. Notice of Recall: The notice of recall for any Employee who has been laid off shall be sent by certified mail to the last address of the employee.
- I. Notice of Lay Off: Each employee to be laid off shall be given written notice in person at least ten (10) days prior to the date of the layoff. The notice shall indicate the date on which the layoff is to be effective and to contact the Human Resources Department immediately to exercise any layoff rights. A copy of the notice shall be sent to the Human Resources Department.
- J. Order of Lay Off: Prior to the layoff of any members of the bargaining unit, non-bargaining unit seasonal and temporary employees shall be laid off first. Should additional layoffs be necessary, part-time employees shall be laid off next. Should additional layoffs be necessary, full-time probationary employees shall be laid off next. Should additional layoffs be necessary, the oldest in point of departmental seniority shall be retained, if the employer determines him/her qualified to perform the available work. A recall of employees that have been laid off shall be in reverse order of that of laying off, providing the recalled employees are qualified to perform the available work.

The full-time operators have the first opportunity to accept employment according to seniority in a part-time bus operator position under the terms of this section. All rights to recall as a full-time operator will be retained. The full-time operators may choose to accept the layoff rather than the part-time position. In the event that no full-time operators accept the part-time operator positions, a part-time operator may be returned to fill the position.

Full-time operators who accept employment in part-time operator positions shall continue to receive the employee's then existing rate and prorated fringe benefits for a period of six (6) months while serving in the part-time position. In the event the full-time employee continues in the part-time position beyond six (6) months, the employee shall receive the normal wage rate and fringe benefits for a part-time position.

- K. Time Limitations: The recall list shall be valid up to two (2) years following layoff. After two (2) years from the date of the layoff, all recall rights are terminated.
- L. Voluntary Layoff: Whenever layoffs of bargaining unit employees are necessary, members having greater seniority than those employees being laid off may volunteer to be laid off in their place. The request for voluntary layoff must be in writing and shall be irrevocable during the period of layoff. It is agreed and understood that the employer has no control over the decision as to whether the employee on voluntary layoff is entitled to

unemployment compensation under the laws of the State of Wisconsin, and that the employee requesting voluntary layoff does so at his/her own risk.

During the period of a voluntary layoff, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. Provided however that in no event shall seniority be allowed in an excess of four (4) months from the date of the voluntary layoff. The employer shall allow any employee on a voluntary layoff to continue his/her medical, dental and life insurance coverage; however, the employee shall pay the premiums.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions:

Grievance: A grievance shall mean only any controversy which exists because of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract.

Proper Submission of Grievance and Response: Received in person and time stamped by the recipient or sent via electronic mail and timestamped by the computer.

Written Notice: Hard copy notice including but not limited to letter, memo, or note.

Workday: A day on which normal bus routes are scheduled to operate, 12:00 a.m. to 11:59 p.m., excluding Saturday, Sunday and all holidays as identified in Article 9.

Union Representative: Union is allowed to have 2 representatives. Union Attorney is not included as a Union representative.

B. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

C. Time Limitations: The failure of either party to file a grievance, process a grievance, or appeal a grievance in a timely fashion as provided herein shall be deemed a complete settlement and waiver of the grievance. If the Union fails to receive a reply in a timely fashion, they shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limitations specified in the procedure because of work schedules, illness, vacation, etc., these limitations may be extended by mutual consent of the parties confirmed in writing.

D. Steps in Procedure:

Step 1: All grievances must be submitted in writing to the Transit Director or his/her designee promptly on forms supplied by the Union and no later than ten (10) workdays

from the date the employee knew or should have known of the cause of such grievance. The written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the contract involved. In the event of a grievance the employee shall perform his/her assigned task and grieve his/her complaint later. The employee with one (1) union representative will explain his/her written grievance to the Transit Director (or his/her designee). The Transit Director or his/her designee shall within ten (10) working days inform the union, in writing, of his/her decision on the grievance.

Step 2: If the grievance is not settled in the first step, the employee and the grievance committee will appeal the written grievance by submitting a letter, memo, or note to the Director of Human Resources within five (5) workdays after the decision of the Transit Director. The Director of Human Resources will review the record and further investigate the grievance including a meeting with the grievant. At this meeting, the employee may be represented by up to (but not to exceed) two (2) members of the Union.

This will probably be a member of the grievance committee and the president of the Union, but this determination is in the discretion of the Union. The Director of Human Resources will then inform the Union in writing of his/her decision within five (5) working days after the meeting on the grievance.

Step 3: If the grievance is not settled in the first or second step, the employee and the grievance committee will appeal the decision in writing to the Human Resources Committee of the Employer. This appeal must be made within five (5) working days after receipt of the written decision of the Director of Human Resources. The Human Resources Committee will review the records and further investigate the grievance. The Union shall have the privilege to meet and discuss a grievance with the Human Resources Committee and shall receive written invitation to discuss the matter with the Human Resources Committee at least 24 hours prior to the scheduled meeting. The Human Resources Committee will inform the Union in writing of its decision within ten (10) working days after meeting on the grievance.

E. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the employee and grievance committee must notify the Human Resources Director in writing within five (5) working days after the union's regularly scheduled monthly meeting but no more than twenty (20) working days from receipt of written notice of the Human Resources Committee decision that they intend to process the grievance in arbitration.
2. Methods of Selection: Before the initial arbitration hearing, the employer and the union grievance committee shall use their best efforts to select a mutually agreeable arbitrator. If the employer and the union grievance committee are unable to agree on an arbitrator within ten (10) working days after receipt of the employee and grievance committee's written notice, either party may request the Wisconsin Employment Relations

Commission to prepare a slate of seven (7) impartial arbitrators. The union grievance committee and the employer shall then alternately strike three (3) parties each on the slate with the party initiating the grievance exercising the first strike. The union and the employer shall exercise their strikes within five (5) days following receipt of the slate from the Wisconsin Employment Relations Commission. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment in a joint statement from the employer and the union.

3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties.
 4. Costs: Each party shall share equally in the cost of the arbitrator and transcript costs. All other expenses will be paid by the party incurring them.
 5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation or application of the contract in the area where the alleged breach occurred. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the agreement. Any modification of addition to or deletion from the express terms of this agreement by the arbitrator, shall be considered a per se violation of Section 788.10 of the Wisconsin Statutes. If a discharged employee is found to have been unjustly discharged, he/she may be reinstated to his/her former position and receive pay for all lost time or some other appropriate action as the arbitrator may decide.
- F. Place of Hearing: Although the Employer consents to provide facilities for grievance and grievance arbitration, such meetings and hearings, where possible, shall be held outside the normal workday.

ARTICLE 8 - LEAVE OF ABSENCE

- A. Normal Reason for Leave: Written leave of absence, without pay, for periods not in excess of six (6) months in any year may be granted in the discretion of the Employer to any full-time employee to further his/her education, for a long continuous illness or accident or where sick leave is exhausted or where the Employer will directly benefit from the leave, providing said employee does not accept employment elsewhere or become self-employed. The Employer at the end of the six (6) month period shall, upon written request of the employee, review any leave to determine whether an additional six (6) month period will be granted. The employee to whom written leave of absence has been granted, shall be

entitled, at the expiration of the time stated in such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The Employer shall allow any employee on a leave of absence to continue his/her medical and life insurance coverage; however, the employee shall pay the premiums.

B. Military Leave:

1. Reserve Training: Employees who are members of a reserve component of the military forces of the United States or the State of Wisconsin shall promptly notify the Transit Director and will be granted a leave of absence if required to participate in training duties. Such employees shall be paid the difference, if any, between their regular pay and their military pay for the training period involved, but not to exceed two (2) weeks in the calendar year.
2. Active Duty: In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on military leave of absence may continue health, dental and life insurance program coverages; the payment therefore to be as follows:
 1. Employee shall pay full cost of the life insurance.
 2. For the first three (3) months of Active Duty, premiums for health, vision, and dental insurance shall be paid as provided for under this agreement; thereafter, the employee shall pay the full cost.

C. Union Business: Unpaid leaves of absence may be granted to members of the bargaining unit (Union officers) to attend necessary or mandated Union functions (i.e. conventions, conferences, seminars). The granting of such leave shall be within the sole discretion of the Transit Director.

D. Benefits While on Leave of Absence: Whenever any employee is on an unpaid leave of absence more than ten (10) working days in any thirty (30) day period, the employee shall reimburse the employer for the cost of his/her medical/dental/vision costs or premiums for the period of absence. No accumulation of sick leave and vacation will occur during such absences.

ARTICLE 9 – HOLIDAYS

A. Holiday Schedule: All permanent full-time employees shall be granted the following holidays off with pay:

New Year's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
Christmas Day

- B. Full-time employees shall receive an allowance equal to their picked run or regular work schedule, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day. Full-time employees who do not have a regular work schedule shall receive an allowance equal to their assigned work schedule, or a minimum of eight (8) hours pay, whichever is greater, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day.

If the City adds MLK and/or Juneteenth to City holidays, ATU will receive the same.

- C. Work on Holidays: Any employee who is required to work on any of the above-mentioned holidays shall be paid at the rate of time and one-half (1 1/2) his/her regular classification rate in addition to receiving the holiday allowance. Work on ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day are excluded from this section.
- D. Holiday Pay Rate: Full-time employees shall receive an allowance equal to their picked run or assigned work schedule, or a minimum of eight (8) hours' pay, whichever is greater.
- E. Holiday Pay Eligibility: In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Employer. Employees scheduled to work on a holiday must work the holiday to qualify for holiday pay. Employees shall be eligible for holiday pay even though the employee does not work his/her full regularly scheduled workday before and after the holiday if the employee is excused from work because of the following reasons:
1. Inpatient hospitalization.
 2. Recuperating from inpatient hospitalization.
 3. Vacation.
 4. Scheduled days off.
 5. Unavailable for work due to non-elective outpatient surgery verified by a surgery report.
 6. Unavailable for work due to properly reported illness/injury arising on the job as a potential or actual worker's compensation claim.
 7. Unavailable for work for at least three (3) consecutive scheduled workdays in total either immediately prior to or immediately after the holiday with the employee providing a doctor's verification of the employee's inability to perform the duties of

the position held by the employee. Rotating days off shall count in determining the three (3) consecutive scheduled workdays unless the rotating day off is the first day of the three (3) consecutive scheduled work days before or the last day of the three (3) consecutive scheduled work days after the holiday. The Employer may require an examination by a physician of the Employer's choosing, and at the Employer's expense to determine the extent of the injury or illness of the employee.

Example: If a holiday lands on a Monday, and the Employee's rotating day off falls on a Tuesday, and then is unavailable for the next three days with a doctor's verification, the Employee would be eligible for the holiday pay.

8. FMLA Certified absence of three or more days.

F. Personal Holidays: Each full-time Employee shall receive a total of three (3) personal holidays per calendar year. Regular part-time employees shall receive three (3) days as personal holidays per calendar year. New employees shall receive three (3) personal holidays upon hire and may utilize this benefit at time of hire, pending supervisor's approval.

The choice of personal holidays must be approved by the Transit Director and must be taken as full days. Personal holidays must be used within the calendar year they are received.

G. Holidays for Bus Operator I: All part-time employees shall receive six (6) hours holiday pay for each holiday allowed by this agreement.

ARTICLE 10 – VACATIONS

A. Regular full-time employees shall earn paid vacation based on the number of years of service with the City in accordance with the following schedule:

Years of Service	Annual Vacation	Bi-weekly Accrual	Max. Vacation Accumulation Allowed
At time of hire	15 days	4.6154 hours	160 hours
Upon completion of 5 years of service	20 days	6.1540 hours	200 hours
Upon completion of 10 years of service	25 days	7.6924 hours	240 hours
Upon completion of 15 years of service	30 days	9.2308 hours	280 hours

Part-time employees' vacation earning schedule shall be based on 6 hours/day and 30 hours/week. Part-time employees shall be able to carryover vacation hours from one year to the next, with a maximum carryover limit of 20 hours.

New employees accrue but may not use vacation benefits during the first six (6) months of employment. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period to earn vacation during that pay period. This does not apply to employees who are on approved unpaid family medical leave.

Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on the number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Head and based on the needs of the City.

Vacation must be used in a minimum of 2 hours. An employee's vacation balance can never have a deficit. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.

B. Vacation Payout: Employees may be paid out for up to forty (40) hours annually of unused and unscheduled vacation upon ten (10) days advance written notice to the employer. Employees shall be paid at their current wage rate. Vacation hours paid shall not be used in the calculation of overtime.

C. Scheduling Procedures:

1. Administration shall post, no later than October 1st each year, a vacation roster in order that the employees may schedule in advance and have knowledge of those weeks available. Choice of vacation shall be by department seniority, with each eligible employee having up to two (2) scheduled workdays to pick their vacation. Employees who fail to pick their vacation within the aforesaid two (2) days shall forfeit their pick until all less senior employees have had the opportunity to make their vacation pick. Special arrangements may be made in the case of extreme necessity (i.e., illness, injury, vacation, etc.) at the discretion of the Deputy Transit Director or Transit Director. Employees may not trade scheduled vacation periods. Single vacation day, single PAL day, and personal holiday selections shall be picked after the full week selection procedure has been completed. Employees may not change their vacation pick until after the entire picking process has been completed. All unpicked vacation days may be retained by the employee to be chosen later. The Deputy Transit Director or Transit Director will post a notice that the picking process is complete and that single day requests will be accepted and considered by seniority on the first specified date. Thereafter, unpicked vacation days shall be available on a first come first served basis after the formal block week and single day picks have been made by seniority.
2. The Deputy Transit Director or Transit Director, or their designee, shall post a tentative schedule by the end of the business day on Wednesday for the following week. Any time off requests must be submitted to management no later than 2:30 p.m. the Monday before the tentative schedule is posted. Employees will be

guaranteed the number of hours posted on the tentative schedule, unless they take time off without providing notice of said leave as described above.

ARTICLE 11 - SICK LEAVE

The City of Wausau's sick leave policy is designed to compensate for unavoidable absences from work caused by injury or illness. This policy's intent is to prevent the financial hardship of loss of wages for an extended period.

- A. **Accumulation:** Regular full-time employees shall receive an amount equal to 8 hours per month of service which will accrue on a bi-weekly basis at 3.6923 hours. Sick leave will accrue up to a maximum of 133 days (1,064 hours).

Regular part-time employees shall receive a proration of the bi-weekly accrual equal to 4 hours per month of service, which will accrue on a bi-weekly basis at 1.85 hours. Sick leave will accrue up to a maximum of 66 days (528 hours).

Employees earn sick leave immediately upon starting employment with the City. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn sick leave during that pay period.

- B. **Use of Sick Leave:** An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. In addition, an employee may use sick leave to attend his or her medical and dental appointments. An employee may also use sick leave for a member of his/her family. The immediate family is defined as the employee's spouse, child, parent or a relative living in the same household as the employee. Sick leave use for an immediate family member is allowable only where the immediate family member requires the constant attention of the employee. Generally, employees who will be missing work due to illness or injury must notify their immediate supervisor as soon as reasonably practical but not later than seventy-five (75) minutes prior to the start of their scheduled workday. Employees should consult their immediate supervisor to learn the proper procedure for notifying the City of the need to use sick leave as notification policies may differ between departments. The employee shall provide, upon request of the employer, a statement from a physician verifying the need for leave when requested by the City at any time. Sick leave must be used in a minimum of two (2) hours. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.
- C. **Sick Leave during Vacation:** In the event that an illness or injury should occur during vacation, unless a written request is made to change vacation leave to sick leave prior to the vacation period, vacation leave shall be charged.

D. Post Employment Health Plan - Sick Leave Conversion. Sick Leave Conversion upon Retirement: There shall be the following option for regular full-time employees upon retirement or medical disability retirement:

When a full-time employee, with less than 25 years of service, retires or is forced to retire due to medical disability, a maximum of 60 percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential rates) and shall be contributed to the participant's Post Employment Health Plan (PEHP). In order to determine the employee's sick leave conversion benefit, the following formula would be applied:

Years of Service + Age = Credits

EXAMPLE: 20 Years of Service + 55 = 75 Credits

For credits above 68 but below 80, deduct 5 percent (5%) from the standard conversion for each year short of 80.

80 credits = 60 percent conversion of sick leave to dollar credits.
79 credits = 55 percent conversion
78 credits = 50 percent conversion
77 credits = 45 percent conversion
76 credits = 40 percent conversion
75 credits = 35 percent conversion
74 credits = 30 percent conversion
73 credits = 25 percent conversion
72 credits = 20 percent conversion
71 credits = 15 percent conversion
70 credits = 10 percent conversion
69 credits = 5 percent conversion
68 credits = 0 percent conversion

Regular full-time employees who retire with at least 25 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

To be eligible for sick leave conversion upon retirement, an employee must meet all of the following conditions:

1. Have been hired prior to January 1st, 2013; and
2. Apply for Wisconsin Retirement Fund benefits at least thirty (30) days prior to the last day of work; and
3. In cases of voluntary retirement, the employee must have notified the employer at least three (3) months prior to the retirement date. An employee must submit the notice to the

Human Resources department and give the anticipated retirement date. Upon receipt of notice the Department director shall sign the notice, accepting the retirement which becomes irrevocable unless an exception is approved by the Director of Human Resources.

ARTICLE 12 - PERFECT ATTENDANCE LEAVE

- A. **Earning Method:** **Full-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn six (6) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period, the employee shall earn an additional six (6) hours of Perfect Attendance Leave. Full-time employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Full-time employees who do not use sick leave for the fifth consecutive year shall earn twelve (12) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a full-time employee's P.A.L. account exceed forty (40) hours.

Earning Method: **Part-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period, the employee shall earn an additional four (4) hours Perfect Attendance Leave. Part Time employees who continue not to use sick leave will earn six (6) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Part-time employees who do not use sick leave for the fifth consecutive year shall earn nine (9) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a part-time employee's PAL account exceed thirty (30) hours.

- B. **Utilization:** Employees may request to use Perfect Attendance Leave, or be paid out for said leave, at any time following the year(s) in which it is earned. To facilitate use of PAL hours by an employee, management can utilize a part-time employee to cover vacancies if no other full-time employee is available at a regular rate of pay.

PAL shall be picked in conjunction with the department's single vacation pick procedure. PAL time not picked during the single vacation pick process shall be available on a first come first served basis.

The number of employees utilizing Perfect Attendance Leave at one time shall be limited subject to the ability of the employer to maintain normal operation.

- C. **Minimum/Maximum Usage:** Perfect Attendance Leave may be used with a minimum of two (2) hours. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.
- D. Employees will be responsible for alerting the Human Resources Department each six (6)

month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period. A six-month period without sick leave usage shall be counted toward an increased PAL accrual amount regardless of whether the employee forfeited PAL accrual for that period.

ARTICLE 13 - INSURANCE

- A. **Medical and Hospitalization Benefits:** Employees will contribute monthly, twelve (12%) of the health insurance premium equivalent for the respective coverage selected. Employees who do not participate in the Health Risk Assessment shall pay twenty percent (20%) of the total monthly premium equivalent rate for the respective coverage selected.

The employer's contribution to the premium cost of the medical and hospitalization program for part-time employees in the position of Bus Operator I is limited to and based on the single premium cost. The part-time employee in the position of Bus Operator I is responsible to pay the difference between the single premium and family premium if family coverage is selected. Probationary employees must indicate whether they desire to be covered by the City's medical and hospitalization program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers, and/or self-fund its medical and hospitalization and insurance program.

The City may choose to implement a Health Reimbursement Account (HRA) to self fund deductible amounts. The City shall contract with a HRA administrator with the capacity for processing of electronic transmission of medical service information provided by the health insurance provider. Employees shall be responsible for paying medical service providers for medical services for which the employee is receiving a check from the HRA administrator.

- B. **Dental Insurance Benefits:** The City agrees to pay fifty percent (50%) of the cost of the dental insurance program. Part-time employees in the position of Bus Operator I are limited to employee-only dental insurance eligibility beginning January 1, 2021. Probationary employees must indicate whether they desire to be covered by the City's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers and/or self-fund its dental program. Upon receipt of any notices concerning any rate increase or decrease,

the City shall provide the Secretary of the Union with a copy of such notice within ten (10) days.

The City's contribution towards dental insurance shall be limited to fifty percent (50%) of the premium rate for the plan.

- C. Life Insurance: Employees may also participate in the State Group Life Insurance Program upon eligibility thereunder.
- D. Felonious Assault Insurance: The Employer agrees to purchase a felonious assault insurance policy in the amount of one hundred thousand dollars (\$100,000) per covered individual, for all employees covered by this agreement to the extent it is possible under the current provider, however, that the premium thereon does not exceed ten dollars (\$10.00) for each covered individual per twelve (12) month period. This insurance coverage is to terminate with the termination of this agreement.
- E. Income Replacement Insurance: The City agrees to offer income replacement insurance for employees eligible to participate in the Wisconsin Retirement System. Employees who elect to participate shall pay the premium rate as established by the insurer.
- F. Pre-tax Insurance Premiums: All deductions from employees' pay for health and dental insurance will be taken on a pre-tax basis.
- G. Voluntary Benefits: The City offers a variety of voluntary benefits such as vision insurance, short-term disability insurance, long-term disability and deferred compensation programs. Complete details of these plans will be available to all employees and at various times during the year.

ARTICLE 14 - RETIREMENT

- A. Wisconsin Retirement Fund: The parties agree to follow the contribution rates established by law and the employee shall contribute the employee's share to the Wisconsin Retirement System.

ARTICLE 15 - LONGEVITY PAY

The Employer agrees that it shall pay longevity pay (in addition to regular job rates), on an annual basis on the 1st pay period in November, as a reward to employees who have completed continuous uninterrupted service as additional compensation as follows:

- A. From 5 to 10 years - a total of \$15.00 per month.
- B. From 10 to 15 years - a total of \$25.00 per month.

C. From 15 to 20 years - a total of \$35.00 per month.

D. From 20 to 25 years - a total of \$45.00 per month.

E. From 25 years and over - a total of \$55.00 per month

Part-time employees shall qualify for longevity based on seniority.

ARTICLE 16 - BEREAVEMENT LEAVE

The employer grants bereavement leaves to handle family matters and attend funerals when a close or extended member of their family dies.

- A. Immediate Family: In the event of a death in the immediate family of a full-time or part-time employee, such employee will be paid for the time lost from scheduled work at their regular rate of pay for up to three (3) days to handle family matters and attend the funeral. Immediate family shall mean the employee's: spouse, parent, stepparent, children, stepchildren, parent-in-law siblings, or other person residing in the employee's home immediately prior to death.
- B. Other: The full-time or part-time employee shall receive one (1) day off with pay to handle family matters or attend the funeral of an extended family member. Extended family shall mean the employee's grandparents, grandchildren, siblings-in-law, aunts, uncles, nieces, and nephews.
- C. Extension: Additional time off requested, as paid or unpaid, may be available for use by employees if the circumstances warrant. Employees should contact their supervisor to discuss any requests and exceptions that may be granted at the discretion of the Department Director, in consultation with the Director of Human Resources. Bereavement leave shall be used no later than 6 months after the date of the loss unless extended by the Transit Director.
- D. Death of Fellow Employee: All employees may be granted up to four (4) hours leave without loss of pay to attend the funeral of a fellow employee or a retired employee of the Wausau Area Transit System, d.b.a. Metro Ride. The need for continuing service may limit the number of employees who may attend the funeral. In each instance, the employer may decide on the number of employees and the amount of time required to attend the funeral, up to four (4) hours.
- E. Part-Time Employee Benefit: One (1) day funeral leave for part-time employees shall mean six (6) hours.

ARTICLE 17 - SHIFT DIFFERENTIAL

Any Operator II or Mechanic I or II whose work schedule regularly requires work after 7:00 p.m. shall receive ten cents (\$.10) per hour above the regular pay rate for each hour worked after 7:00 p.m.

ARTICLE 18 - JOB RATES

Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

The job rates are specified in Appendix "A".

ARTICLE 19 - WORKING HOURS AND OVERTIME

- A. **Normal Work Week**: The normal work week for all employees shall be forty (40) hours per week, including reporting time. Shift schedules will be determined by the Transit Director. Daily work schedules will be posted the day prior by 2:00 p.m.
- B. **Overtime Pay**: Any employee who is required to perform work more than forty (40) hours per week including reporting time shall be compensated at the rate of time and one-half (1 1/2) of his regular classified rate. Holiday pay hours will be used in the calculation of hours worked for overtime purposes when the holiday falls on a regularly scheduled workday. Holidays falling on a regularly scheduled off day will not be used in the calculation of hours worked for overtime purposes. For purposes of this provision, Saturday and Sunday shall be considered regularly scheduled off days. ATU Friday, Day after Thanksgiving, December 24th and New Year's Eve Day are excluded from this section.
- C. **Overtime Work**: The Employer has the right to schedule overtime time as required in a manner most advantageous to the Employer and consistent with the requirements of the transit operations and the public interest. The employees and the Union agree that overtime assignments must be accepted (unless such assignment would endanger the health or safety of the employee).
- D. **Call-In Pay**: Whenever a bus operator, garage employee, or part-time employee is called for work, they shall receive a minimum of two (2) hours pay time. Part-time employees will receive fifteen (15) minutes report time which shall be used in calculating the two (2) hour minimum.
- E. **Instructors**: Operators acting as instructors shall receive in addition to their regular wages, one dollar (\$1.50) for each hour worked while performing the duties of the driver

instructor, or fifty cents (\$1.00) per hour for each hour worked while performing the duties of a route trainer.

- F. Overtime Reports: Operators shall report, in writing, to the manager or immediate supervisor the reason for any time spent on runs in excess of the posted time for the run.
- G. Reporting Time: All full-time and part-time bus operators when required to work an additional fifteen (15) minutes each day, either prior to or after their regular shift, or any combination thereof, to attend to work related matters preceding or following their shift. Such time shall be considered in the calculation of overtime (as defined under the Fair Labor Standards Act, [29 USC 201]) and shall be paid in accordance with the provisions of the Fair Labor Standards Act.

To comply with the provisions of the Act, employees shall record the actual time they commence their work activities on their daily time reports. Likewise, employees will record the actual time they finish work. Under no circumstances may employees perform any unauthorized work more than the fifteen (15) minute reporting time provision. Specifically, this means that no work may be performed prior to sign in time or following sign out time. The allocation of the fifteen (15) minute reporting time provision between pre-shift and post-shift activity shall be made by the Transit Director.

- H. Garage Employees: Overtime for garage employees is defined as any hours worked more than any regular scheduled eight (8) hour day or forty (40) hours per week and shall be compensated at the rate of time and one-half (1 ½). Regularly scheduled hours of work will not be reduced to minimize the costs of such overtime.
- I. Overtime Pay: Overtime shall not be paid more than once for the same hours worked. Employees will have the option to give back overtime in exchange for a reduced workday, in the same week, at the option of the employee and approved by management.

ARTICLE 20 - UNIFORMS

- A. Upon successfully completing the CDL program and obtaining a CDL license, new Employees will receive two (2) bottoms and three (3) shirts of the Employee's choice (short or long sleeve, pants or shorts), paid for by the Employer.

The Employer shall provide the uniform for all bus operators based on the below per contract year. The Employer reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to color, style, fabric, material, brand, and specifications. The Employer further reserves the right to determine the serviceability of any uniform item. The cost of maintenance of the uniform shall be borne by the Employee.

Bus Operators may wear any professional closed toe athletic or dress shoe.

If an employee voluntarily leaves the Employer during their probationary period, said employee will owe the Employer \$200.00 to cover the cost of the uniform provided to them.

The uniform for the Bus Operators consists of the following allocation, with the Employee choosing the type:

- 3 bottoms (short or long sleeve)
- 5 shirts (pants or shorts)
- 1 jacket (winter coat or fleece jacket)
- 1 hat (winter hat or baseball hat)

Additional items of clothing may be purchased by the employee at their own expense.

- B. Maintain Present Uniform: The parts of the uniform including shirts shall be the same as those presently worn unless they are not available, in which case the Employer shall decide the kind to be worn for uniformity.
- C. Change of Uniform: The Employer further agrees that should Employer policy require a change in the type of uniform now considered standard, it will bear the entire cost of the first replacement of the completely new type.
- D. Coveralls - Garage Employees: The Employer agrees to provide coverall services and/or shirt and pants for all garage employees. Coveralls are to always remain on Employer property except when an employee is on duty elsewhere on Employer business. The cost of replacement of coveralls due to negligence will be borne by the employee.
- E. Safety Shoes: Shop employees (mechanics and utility workers) are required to wear safety shoes during normal working hours. The Employer will pay fifty percent (50%) up to \$250, whichever is less, of the cost of two (2) pairs of safety shoes during the term of this Agreement, one (1) per contract year, to mean July 1 to June 30. The Employer will pay fifty percent (50%) up to \$250, whichever is less, of the cost of one (1) pair of rubberized snow boots, once per contract. Prior management approval is needed for all items discussed in this section.
- F. Ear Protectors: A regular, full-time employee in the classification of garage employee is eligible for reimbursement up to \$75.00 maximum for molded ear protectors once every 24-month period (including cost associated with office visit), with prior management approval. The employee may use any provider to obtain molded ear protectors.
- G. Eye Protectors: Shop employees (mechanics and utility workers) are required to wear eye protectors while in the shop. The City shall provide non-prescription safety eyewear that meet the ANSI (Z87.1) standards. Once per year, the employee shall be eligible for reimbursement of replacement prescription lenses up to \$150.00, with prior management

approval, provided the eye protectors including frames and glass meet approved safety standards.

ARTICLE 21 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees, when released from jury or witness duties shall immediately return to their job and complete the scheduled workday. Employees shall not be entitled to overtime or shift differential under this provision.

ARTICLE 22 - UNION DUES CHECKOFF

- A. Union Dues Checkoff: Upon the employee's granting written authority to the Employer, on a form to be provided by the Union, the Employer agrees to deduct from the employee's earnings on the first and second payroll period of each month the amount sufficient to provide for the regular payment of the current rate of monthly union dues established by the Union. The amount shall be certified by the Union and any changes in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Union once each month. Employees may revoke the checkoff authorizations at any time by providing written notice to the Employer and the Union. The Union agrees to indemnify and hold harmless the Employer for any damages or legal costs resulting from the checkoff of Union dues pursuant to this provision.
1. Union Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and nonunion, fairly and equally. No employee shall be required to join the Union, but membership of the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex. Employees have the right to maintain or drop their membership in the Union as they see fit.
 - a. Present Employees: As to employees employed on the effective date of this agreement, such deductions shall be made and forwarded to the Treasurer of the Union only from the monthly earnings of those employees who are members of the Union on the effective date of this Agreement. However, should employees who are not members of the Union on the effective date of this Agreement voluntarily become members of the Union after the effective date of this agreement they shall thereafter be subject to the provisions of this agreement.
 2. Forfeiture: In the event that the Union, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the Employer, the deductions and payments of fair share contributions made in accordance with this agreement, and

including any voluntary dues deduction (checkoff) privileges, shall be terminated forthwith by the Employer. Thereafter, for a period of one year, measured from the date of the onset of the strike or work stoppage, no deductions whatsoever shall be made from the earnings of any employees, nor shall any payment whatsoever be made to the Treasurer of the Union by the Employer.

3. Responsibility of the Employer and the Union:

- a. If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union. The Employer shall not be liable to the Union, employee or any party by reason of the requirements of this Article of the agreement for the remittance of or payment of any sum other than those constituting actual deductions made from employee's wages earned. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.
 - b. Indemnification and Hold Harmless Provision: The Union shall indemnify and save the Employer harmless against all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken by the Employer in compliance with the provisions of this fair share agreement.
 - c. Trust Account: During the pendency of any action brought challenging the provisions of this fair share agreement or the right of the Employer and the Union to enter into such agreement, all sums which the Employer has agreed to deduct from the earnings of the employees covered by this fair share agreement and transmit to the Treasurer of the Union shall be placed in trust pending the ultimate disposition of such action. Upon disposition of the action, if it is determined that the funds held in trust are to be paid to the Union, the Union shall be entitled to the interest which was earned on such funds during the pendency of the action.
- B. Administrative Fee: The Union shall pay the Employer seventy-eight dollars (\$78.00) per year payable on or before October 1st to partially cover the administrative expense of the Employer in processing the dues deduction/fair share provision.

ARTICLE 23 - IN-SERVICE TRAINING

Employees required to attend in-service training meetings outside of normal working hours shall be paid a minimum of two (2) hours at straight time.

ARTICLE 24 - TRANSFER OF BENEFITS

Persons transferring into this bargaining unit from another City of Wausau Department shall be given credit for length of employment in the other department as it relates to all benefits, except as length of service applies to seniority. For example, such an employee may transfer existing vacation and sick leave balances to this department.

ARTICLE 25 - NEGOTIATING SESSIONS

Negotiating sessions shall be conducted outside the normal workday, unless the parties mutually agree otherwise.

ARTICLE 26 - SCHEDULING OF RUNS

- A. Schedule Changes: The Employer shall have the sole and exclusive right to schedule the routes and timing of all runs. The Employer agrees to discuss with the Union any changes in its schedules, but in no event shall the Employer be restricted to its right to implement such changes.
- B. Run Picks: The Employer will conduct general run picks (bids) in seniority order in which employees will have the opportunity to express their preference as to runs. Run picks shall be held fifteen (15) workdays prior to the first Monday of the months of June, October, and February. In the event of sickness, vacation, and/or circumstances beyond the individual's control, an extension of time may be granted, if mutually agreed upon by the Union Committee and the Employer.
- C. Assignment of New Runs: The assignment of employees to new runs or vacant runs shall be made by the Employer for the ten (10) days prior to the completion of run picks for that position.

ARTICLE 27 - UNION ACTIVITY

- A. Union Activity: Employees shall be prohibited from using Employer vehicles to attend any Union meetings or conferences. No Union business shall be transacted during on-duty hours unless prior approval from the Transit Director has been granted. All employees when acting in an official capacity for the Union shall keep time records when this activity occurs during working hours. Union officers shall not be precluded from the proper conduct of the grievance procedures, however, in accordance with the terms of this agreement, the Employer reserves the right to exclude such meetings from all work areas. Union membership meetings shall not be conducted on the Employer's property. Time spent by representatives of the Union in the conduct of grievances with the Employer shall not be deducted from the pay of such persons.

- B. Union Officials: The Union agrees to provide written notification to the Transit Director within seven (7) days following the election or selection of Union officials, stewards, grievance committee members or other Union officials. The Employer agrees to advise the Union of the proper officials assigned to handle personnel matters involving the Union.
- C. Bulletin Boards: The City agrees to provide space for separate bulletin boards for the Union's use and allow them to be erected in locations to be agreed upon for the posting of notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives, credit unions and Unemployment Compensation information and other notices concerning Union affairs which are not political or controversial in nature. Upon notice from the City, the Union shall promptly remove from such bulletin boards any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The City shall retain ownership of the bulletin boards, and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove said bulletin boards.
- D. Display Case: The City agrees to provide space for a Union display case that measures no larger than 18" wide by 18" deep and 68" high. The Union agrees to display materials that are workplace appropriate and, upon notice from the City, shall promptly remove any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the display case and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove it.

ARTICLE 28 - MAINTENANCE OF EQUIPMENT

The Employer agrees to maintain its equipment in a safe and healthy operating condition. The buses shall be treated in accordance with laws and ordinances covering such conditions.

ARTICLE 29 - NO-STRIKE AGREEMENT

- A. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this agreement.
- B. Union Action: Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. If a strike or

other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether the Union caused or authorized the strike.

- C. Penalties: Any or all the employees who violate any of the provisions of this section may be discharged or disciplined by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

ARTICLE 30 - DURATION OF AGREEMENT

- A. Except as noted below, this Agreement shall be in effect as of July 1, 2024, and shall remain in full force and effect until and through June 30, 2026.

- B. Timetable for Negotiations:

Step 1: Submission of Union bargaining requests and City management proposals in writing on or before May 1, 2026.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged as outlined in Step one (1) above. Each party agrees to work in good faith towards reaching a successor agreement in a reasonable amount of time.

- C. Adjustment to Timetable: This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.
- D. Extension of Agreement: In the event the parties are unable to reach agreement during the negotiations for renewal of this contract, the basic terms of conditions of this Agreement shall continue until the terms and conditions of the new Agreement are worked out by negotiation.

ARTICLE 31 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by a tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby.

ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practices, between the Employer and the Union and constitutes the entire agreement

between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

Employees required to have a Commercial Driver's license are subject to Drug and Alcohol testing consistent with the Metro Ride Policy.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The City of Wausau Human Resources Department shall continue to monitor the claims administration of the Employee Benefit Program and to make recommendations for improvement when administrative problems become apparent.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The employer agrees to discuss with the Union the terms and conditions of any mandatory drug testing program adopted by WATS or the City of Wausau and to bargain the impact of such program before it is implemented.

(Four [4] copies of this instrument are being executed, all with the same force and effect as though each were an original.)

Employees hired after July 1, 2005, shall be required to have and maintain a CDL and a Federal Medical Card. The employer agrees to pay the cost to the employee's medical card, and to select the facility the employee will use to renew the Federal Medical Card.

Medical evaluations shall be scheduled and occur on the employee's own time, and the City shall pay two (2) hours for attending the appointment upon receipt of proof of successful renewal. Additional medical appointments required for Federal Medical clearance shall be scheduled by the employee in the employee's own time and at the employee's expense. Management will notify employees no less than two weeks from the expiration date of Federal Medical Card.

ARTICLE 33 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

ARTICLE 34 – REIMBURSED EXPENSES

For employees who a Commercial Driver’s License is a requirement of employment, the City shall pay up to \$50 toward obtaining a commercial driver’s license, upon issuance and/or renewal.

ARTICLE 35 – VOLUNTARY SEPARATION

At time of voluntary separation (retirement or resignation), upon giving 10 working days written notice to the Human Resources Department, or employees whose service is terminated due to death, shall receive payment for all remaining earned vacation time, compensatory time, perfect attendance leave and longevity. Employees who do not give at least 10 working days’ written notice to the Human Resources Department shall forfeit unearned vacation and perfect attendance leave, and longevity. The employee’s last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work.

ARTICLE 36 – NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees based on religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or any other protected class under law.

Both parties agree that unlawful harassment will not be tolerated.

Employees who feel they have been the subject of discrimination or harassment are encouraged to discuss such issues with their supervisor or other management staff or file a complaint through the City’s Human Resources Department. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

Dated at Wausau, Wisconsin, this _____ day of _____, 2024

Doug Diny
Mayor

Troy Hanson
President

James Henderson, HR Director

Adrian Rinehart-Balfe, Vice President

Arran Hersey, Transit Director

John W. Schara, Secretary-Treasurer

Scott Burton, Member Bargaining Team

Tim Bishop, Member Bargaining Team

Gary Steffen, Member Bargaining Team

APPENDIX "A"
WAGES AND CLASSIFICATIONS

Effective PP14 2024

Classification	Step A Date of Hire	Step B 6 months	Step C 12 months	Step D 24 months	Step E 48 months
Bus Operator	23.00	25.50	26.63	27.92	28.76
Paratransit Operator	18.51	19.69	21.15	22.33	23.00
Facilities Maintenance	21.65	24.02	25.03	26.13	26.91
Mechanic I	23.39	25.76	27.20	28.41	29.27
Mechanic II	23.99	26.59	27.81	29.16	30.04
Lead Maintenance Tech					36.63

Effective PP1 2025

Classification	Step A Date of Hire	Step B 6 months	Step C 12 months	Step D 24 months	Step E 48 months
Bus Operator	23.34	25.89	27.02	28.34	29.19
Paratransit Operator	18.79	19.99	21.46	22.67	23.34
Facilities Maintenance	21.98	24.38	25.40	26.52	27.32
Mechanic I	23.74	26.15	27.60	28.84	29.70
Mechanic II	24.35	26.99	28.23	29.60	30.49
Lead Maintenance Tech					37.36

Effective PP14 2025

Classification	Step A Date of Hire	Step B 6 months	Step C 12 months	Step D 24 months	Step E 48 months
Bus Operator	23.70	26.27	27.43	28.77	29.63
Paratransit Operator	19.07	20.29	21.79	23.01	23.70
Facilities Maintenance	22.30	24.75	25.79	26.92	27.73
Mechanic I	24.10	26.54	28.02	29.27	30.15
Mechanic II	24.72	27.40	28.65	30.04	30.94
Lead Maintenance Tech					38.11

Effective PP1 2026

Classification	Step A Date of Hire	Step B 6 months	Step C 12 months	Step D 24 months	Step E 48 months
Bus Operator	24.05	26.67	27.84	29.20	30.07
Paratransit Operator	19.35	20.59	22.11	23.35	24.05
Facilities Maintenance	22.64	25.12	26.17	27.32	28.14
Mechanic I	24.46	26.94	28.44	29.71	30.60
Mechanic II	25.09	27.81	29.08	30.49	31.41
Lead Maintenance Tech					38.87

For pay progression, months of service shall be based on the employees' latest date of hire for the classification with the only exception being listed below.

Any individual hired as the Lead Maintenance Tech will automatically start at Step E.

For purposes of pay only, employees who retire and return to work in a part time position shall be paid at the same step in pay (at the appropriate rate in accordance with the current contract) they had attained prior to retirement and will continue to progress in the progression schedule. For purposes of all other benefits, these employees will be treated as a new employee.

LETTER OF AGREEMENT #1

ATU Local 1168 and the City of Wausau Transit Management agree that both parties shall follow the City of Wausau's Code of Conduct Policy and City of Wausau Employee Handbook. If there is a conflict between the Employee Handbook and this Agreement, this Agreement controls.

Dated at Wausau, Wisconsin, this _____ day of _____, 2024

Doug Diny, Mayor

Troy Hanson, President

James Henderson, HR Director

Adrian Rinehart-Balfe, Vice President

Arran Hersey, Transit Director

John W. Schara, Secretary-Treasurer

Scott Burton, Member Bargaining Team

Tim Bishop, Member Bargaining Team

Gary Steffen, Member Bargaining Team

LETTER OF AGREEMENT #2

ATU Local 1168 and the City of Wausau agree to eliminate the job titles of Utility Worker/Mechanic and Utility Worker and replace it with the title of Facilities Maintenance. Employees currently in these positions will be placed under the new job title and shall be placed in their current wage progression status from their original date of hire and retain current seniority date. The parties further agree to eliminate the job title of Maintenance Tech and replace it with Lead Maintenance Tech. The Employee currently in this position will be placed under the new job title and shall be placed in Step E and retain current seniority date.

Dated at Wausau, Wisconsin, this _____ day of _____, 2024

Doug Diny, Mayor

Troy Hanson, President

James Henderson, HR Director

Adrian Rinehart-Balfe, Vice President

Arran Hersey, Transit Director

John W. Schara, Secretary-Treasurer

Scott Burton, Member Bargaining Team

Tim Bishop, Member Bargaining Team

Gary Steffen, Member Bargaining Team

DRAFT

**CITY OF WAUSAU JOINT HUMAN RESOURCES COMMITTEE/FINANCE COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: October 14, 2024, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
HR MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney
FIN MEMBERS PRESENT: Michael Martens (C), Gary Gisselman (VC), Chad Henke, Becky McElhaney, Vicki Tierney

Also Present:

The meeting of the Human Resources Committee was called to order by McElhaney.

CLOSED SESSION pursuant to Section 19.85(1)(b) of the Wisconsin State statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing the tentative bargaining agreement with the Amalgamated Transit Union.

Motion by Martens to go into Closed Session pursuant to Section 19.85(1)(b) of the Wisconsin State statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing the tentative bargaining agreement with the Amalgamated Transit Union. Second by Tierney.

Roll call was taken of HR Committee members present: Gisselman, Kilian, Martens, Tierney, and McElhaney.

Finance Committee motion for same by Henke. Second by Tierney.

Roll call was taken of Finance Committee members present: Gisselman, Tierney, Henke, McElhaney, and Martens.

The meeting went into Closed Session.

RECONVENE into Open Session, for Discussion and Possible Action on the Approval of the Collective Bargaining Agreement with the Amalgamated Transit Union.

The Human Resources Committee and Finance Committee reconvened in Open Session.

Human Resources Committee Vote: Motion by Tierney to approve the Collective Bargaining Agreement with the Amalgamated Transit Union. Second by Gisselman. All ayes. Motion passed 5-0.

Finance Committee Vote: Motion by McElhaney to approve the Collective Bargaining Agreement with the Amalgamated Transit Union. Second by Tierney. All ayes. Motion passed 5-0.

Human Resource and Finance Committees Packet

October 2024

Agenda Item
Discussion and possible action to approve CBA between the City of Wausau and Local 1168 Amalgamated Transit Union.
Background
The City concluded negotiations with the local 1168 Amalgamated Transit union. The transit union contract ended on June 30, 2024. The contract presented to HR and Finance Committees will replace expired contract.
Fiscal Impact
<ul style="list-style-type: none">• <i>Bus Operators, Paratransit Operator, and Facilities Maintenance</i> received an initial three percent (3%) increase for PP14 2024. Then a one and one-half percent (1.5%) increase at PP1 2025, PP14 2025, and PP1 2026.• <i>Mechanic I and Mechanic II</i> received an initial four percent (4%) increase for PP14 2024. Then one and one-half percent (1.5%) increase at PP1 2025, PP14 2025, and PP1 2026.• <i>Lead Maintenance Tech</i> received an eight and four hundred thousand percent (8.4%) increase at PP14 2024. Then two (2%) increase at PP1 2025, PP14 2025, and PP1 2026.
Staff Recommendation
Discuss and possible action on approving labor contract with Transit Union. (Local 1168 Amalgamated Transit Union)
Staff contact: James Henderson (715-261-6634)

AGREEMENT
BETWEEN THE
CITY OF WAUSAU



AND
LOCAL 1168
AMALGAMATED TRANSIT UNION, AFL-CIO

JULY 1, 202~~4~~² TO JUNE 30, 202~~6~~⁴

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MEMORANDUM OF AGREEMENT
BETWEEN
WAUSAU AREA TRANSIT SYSTEM, INC.
AND
LOCAL DIVISION NO. 1168, AMALGAMATED TRANSIT UNION, AFL-CIO

This Memorandum of Agreement made and entered into by and between the Wausau Area Transit System (WATS), d.b.a Metro Ride, operating the bus and intervening territory, their successors, lessees and assignees, hereinafter referred to as "Employer", and Local Division 1168, Amalgamated Transit Union, AFL-CIO, hereinafter referred to as "Union".

WHEREAS, the Employer and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work, and conditions of employment.

WHEREAS, the Employer and the Union recognize that by increasing productivity and efficiency of operations, the Wausau Area Transit System, will continue to prosper and grow.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - POLICIES OF EMPLOYER AND UNION

The mutual interest of the Employer and employees is recognized by this agreement for the operation of transit operations under methods that will promote safety, economy of operations, cleanliness, proper care of equipment and protection of property and the ethical conduct of business and labor relations between the Employer and the employees. The Union pledges that it will cooperate with the Employer in a concerted effort for more productivity. Every employee shall endeavor to increase their individual productivity and make use of all suggestions relative thereto from the Employer.

ARTICLE 2 - RECOGNITION

The Employer continues to recognize the Union as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours, and conditions of employment for the employees set forth in Appendix "A" of this agreement, which is incorporated herein by reference.

Expressly excluded from the bargaining unit of the Amalgamated Transit Union, Local Division 1168, AFL-CIO, are the Transit Director, ~~Deputy Director Transit Operations Manager~~, Transit Operations Supervisor, Transit Maintenance Supervisor, Administrative Assistant III, and other managerial, supervisory, and confidential employees.

ARTICLE 3 - EMPLOYEES COVERED BY THIS AGREEMENT

Whenever the term "Employee" is used in this Memorandum of Agreement, it shall mean and include only those employees set forth in Appendix "A" of the ~~A~~agreement, ~~with the exclusion of "part-time" employees as stipulated and set forth in Article 2 (Recognition) of this agreement.~~ ~~Article~~Section 8 through and including ~~Article~~Section 21 of this ~~A~~agreement, except as otherwise specified, apply only to regular full-time employees.

ARTICLE 4 - PROBATION

- A. Probationary Period: All full-time and part-time employees shall serve a probationary period of six (6) months from date of hire. The probationary period for any new full-time employee hired ~~prior to July 1st of any calendar year~~ may be extended not to exceed an additional six (6) months at the discretion of the Employer. In the event the employee becomes a permanent employee, seniority and other benefits under this contract shall accrue to the original date of hire providing such employee was continuously employed by the Employer in this bargaining unit. A probationary employee is any non-permanent employee who receives no rights or benefits except as specifically set forth in this contract.

During the probationary period, the employee shall attain no seniority rights and be subject to dismissal for any reason without recourse to the arbitration procedure.

- B. Probationary Employee Benefits: ~~All Full-time~~ probationary employees shall receive the same holidays, funeral leave, and retirement benefits as those received by regular employees. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time usage will be based on 6 hours.
- C. Exceptions: Any part-time employee going to full-time employment shall receive all benefits set forth in paragraph (B) Probationary Employee Benefits upon date of going to full-time.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate its operations and all management rights repose in it but such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- A. To direct all transit operations and operations incidental thereto.
- B. To hire, promote, transfer, assign and retain employees in positions with the Employer, including the right to hire specialists, on either a temporary or permanent basis.
- C. To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- D. To relieve employees from their duties because of lack of work or other legitimate reasons.
- E. To maintain efficiency of transit operations entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods or services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the operations in situations of emergency.
- L. To establish work rules and schedules of work.

ARTICLE 6 - SENIORITY RIGHTS

- A. **Seniority List**: The Employer agrees to keep posted in an acceptable place, in the operator's room and garage, an up-to-date seniority list showing the seniority standing of each and every employee, and the work classification.
- B. **Roll of Seniority**: It shall be the policy of the Employer to recognize seniority and qualifications as two (2) of its criteria in making promotions.
- C. **Definition of Seniority**: Subject to successful completion of the probationary period, seniority shall commence upon date of hire and be based upon the actual continuous length of service for which payment has been received by the employee, provided, however, that it is herein agreed that the agreement covers all employees who were previously employees of the Wisconsin Public Service Corporation and Wausau Transit Lines, Inc. and that such employees shall be given full credit for all time of continuous

service with said previous employer in calculating seniority under this agreement. Employees shall hold seniority only in their respective department, which at the present time consists of ~~one (1)~~ bus operators, ~~two (2)~~ garage employees, and ~~three (3)~~ part-time employees. If an employee chooses to change departments they shall go to the bottom of the seniority list in that department; this shall not affect any other rights and/or benefits, only picking of work and vacation.

- D. Notification of Union: When a promotion within the bargaining unit is to be made, the Employer will notify the President of the Union at least five (5) days prior to making the promotion. All new jobs or promotions within the bargaining unit shall be posted on the bulletin board with notification first to the Union.
- E. Qualifications: The initial determination as to an employee's qualifications shall be made by the Employer. However, if there is a difference of opinion as to the qualifications of an employee, the Union may take the matter up for adjustment under the grievance procedure.
- F. Evaluation Following Change in Classification~~Probation Following Promotion:~~ An employee being promoted to a higher classification within the bargaining unit shall serve an ~~evaluation~~probationary period of six (6) months in the new classification. This evaluation period does not apply to employees moving from Mechanic I to Mechanic II or from Bus Operator I to Bus Operator II. Any employee who does not complete the ~~evaluation~~probationary period successfully shall be returned to his/her former classification at his/her former rate of pay. The employee promoted may disqualify himself/herself during the probationary period and return to his/her former classification at his/her former rate of pay with accumulated seniority. In the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, such employee shall retain his/her bargaining unit seniority for a period not to exceed six (6) months from the date of said promotion.

However, in the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, and that employee's position is subsequently eliminated, that individual may return to a bargaining unit position and shall retain seniority rights in the bargaining unit to the extent accumulated as of the date of the promotion to the supervisory or management position.

- G. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:
1. Quits
 2. Is discharged for just cause
 3. Is absent from work for three (3) consecutive working days without notification to the employer

4. Fails to report to work within five (5) working days after receiving notice of recall
 5. Fails to report for work at the termination of a leave of absence
 6. Is on a leave of absence for personal or health reasons and accepts other employment without permission
 7. Retires
 8. Is not re-employed for a period of two (2) years after being laid off.
- H. Notice of Recall: The notice of recall for any Employee who has been laid off shall be sent by certified mail to the last address of the employee.
- I. Notice of Lay Off: Each employee to be laid off shall be given a written notice in person at least ten (10) days prior to date of the layoff. The notice shall indicate the date which the layoff is to be effective and to contact the Human Resources Department immediately to exercise any layoff rights. A copy of the notice shall be sent to the Human Resources Department.
- J. Order of Lay Off: Prior to the layoff of any members of the bargaining unit, non-bargaining unit seasonal and temporary employees shall be laid off first. Should additional layoffs be necessary, part-time employees shall be laid off next. Should additional layoffs be necessary, full-time probationary employees shall be laid off next. Should additional layoffs be necessary, the oldest in point of departmental seniority shall be retained, if the employer determines him/her qualified to perform the available work. A recall of employees that have been laid off shall be in reverse order of that of laying off, providing the recalled employees are qualified to perform the available work.

The full-time operators have first opportunity to accept employment according to seniority in a part-time bus operator position under the terms of this section. All rights to recall as a full-time operator will be retained. The full-time operators may choose to accept the layoff rather than the part-time position. In the event that no full-time operators accept the part-time operator positions, a part-time operator may be returned to fill the position.

Full-time operators who accept employment to part-time operator positions shall continue to receive the employee's then existing rate and prorated fringe benefits for a period of six (6) months while serving in the part-time position. In the event the full-time employee continues in the part-time position beyond six (6) months, the employee shall receive the normal wage rate and fringe benefits for a part-time position.

- K. Time Limitations: The recall list shall be valid up to two (2) years following layoff. After two (2) years from the date of the layoff, all recall rights are terminated.

L. Voluntary Layoff: Whenever layoffs of bargaining unit employees are necessary, members having greater seniority than those employees being laid off may volunteer to be laid off in their place. The request for voluntary layoff must be in writing and shall be irrevocable during the period of layoff. It is agreed and understood that the employer has no control over the decision as to whether the employee on voluntary layoff is entitled to unemployment compensation under the laws of the State of Wisconsin, and that the employee requesting voluntary layoff does so at his/her own risk.

During the period of a voluntary layoff, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. Provided however that in no event shall seniority be allowed in an excess of four (4) months from the date of the voluntary layoff. The employer shall allow any employee on a voluntary layoff to continue his/her medical, dental and life insurance coverage; however, the employee shall pay the premiums.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions:

Grievance: A grievance shall mean only any controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract.

Proper Submission of Grievance and Response: Received in person and time stamped by the recipient or sent ~~via electronic mail~~electronically and timestamped by the computer.

Written Notice: Hard copy notice including but not limited to letter, memo, or note.

Work Day: A day which normal bus routes are scheduled to operate, 12:00 a.m. to 11:59 p.m., excluding Saturday, Sunday and all holidays as identified in Article 9.

Union Representative: Union is allowed 2 representatives. Union Attorney is not included as a Union representative.

B. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

C. Time Limitations: The failure of either party to file a grievance, process a grievance, or appeal a grievance in a timely fashion as provided herein shall be deemed a complete settlement and waiver of the grievance. ~~If the Union~~The party who fails to receive a reply in a timely fashion, they shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time

limitations specified in the procedure because of work schedules, illness, vacation, etc., these limitations may be extended by mutual consent of the parties confirmed in writing.

D. Steps in Procedure:

Step 1: All grievances must be submitted in writing to the Transit Director or his/her designee promptly on forms supplied by the Union and no later than ten (10) work days from the date the employee knew or should have known of the cause of such grievance.

The written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the contract involved. In the event of a grievance the employee shall perform his/her assigned task and grieve his/her complaint later. The employee ~~alone or~~ with one (1) union representative will explain his/her written grievance to the ~~Transit Director~~ Transit Director (or his/her designee). The Transit Director or his/her designee shall within ten (10) working days inform the union, in writing, of his/her decision on the grievance.

Step 2: If the grievance is not settled in the first step, the employee and the grievance committee will appeal the written grievance by submitting a letter, memo, or note to the Director of Human Resources within five (5) work days after the decision of the ~~Transit Director~~ Transit Director. The Director of Human Resources will review the record and further investigate the grievance including a meeting with the grievant. At this meeting, the employee may be represented by up to (but not to exceed) two (2) members of the Union.

This will probably be a member of the grievance committee and the president of the Union, but this determination is in the discretion of the Union. The Director of Human Resources will then inform the Union in writing of his/her decision within five (5) working days after the meeting on the grievance.

Step 3: If the grievance is not settled in the first or second step, the employee and the grievance committee will appeal the decision in writing to the Human Resources Committee of the Employer. This appeal must be made within five (5) working days after receipt of the written decision of the Director of Human Resources. The Human Resources Committee will review the records and further investigate the grievance. The Union shall have the privilege to meet and discuss a grievance with the Human Resources Committee, and shall receive written invitation to discuss the matter with the Human Resources Committee at least 24 hours prior to the scheduled meeting. The Human Resources Committee will inform the Union in writing of its decision within ten (10) working days after meeting on the grievance.

E. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the employee and grievance committee must notify the Human Resources Director in writing within five (5) working days after the union's regularly scheduled monthly meeting but no more than twenty (20) working days from receipt of written notice of the Human Resources Committee decision. ~~T~~ that they intend to process the grievance in arbitration.
2. Methods of Selection: Before the initial arbitration hearing, the employer and the union grievance committee shall use their best efforts to select a mutually agreeable arbitrator. If the employer and the union grievance committee are unable to agree on an arbitrator within ten (10) working days after receipt of the employee and grievance committee's written notice, either party may request the Wisconsin Employment Relations Commission to prepare a slate of seven (7) impartial arbitrators. The union grievance committee and the employer shall then alternately strike three (3) parties each on the slate with the party initiating the grievance exercising the first strike. The union and the employer shall exercise their strikes within five (5) days following receipt of the slate from the Wisconsin Employment Relations Commission. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment in a joint statement from the employer and the union.
3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties.
4. Costs: Each party shall share equally in the cost of the arbitrator and transcript costs. All other expenses will be paid by the party incurring them.
5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation or application of the contract in the area where the alleged breach occurred. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the agreement. Any modification of, addition to or deletion from the express terms of this agreement by the arbitrator, shall be considered a per se violation of Section ~~788.10298.10~~ of the Wisconsin Statutes. If a discharged employee is found to have been unjustly discharged, he/she may be reinstated to his/her former position and receive pay for all lost time or some other appropriate action as the arbitrator may decide.

- F. Place of Hearing: Although the Employer consents to provide facilities for the grievance and grievance arbitration, such meetings and hearings, where possible, shall be held outside the normal work day.

ARTICLE 8 - LEAVE OF ABSENCE

- A. Normal Reason for Leave: Written leave of absence, without pay, for periods not in excess of six (6) months in any year may be granted in the discretion of the Employer to any full-time employee to further his/her education, for a long continuous illness or accident or where sick leave is exhausted or where the Employer will directly benefit from the leave, providing said employee does not accept employment elsewhere or become self-employed. The Employer at the end of the six (6) month period shall, upon written request of the employee, review any leave to determine whether an additional six (6) month period will be granted. The employee, to whom written leave of absence has been granted, shall be entitled, at the expiration of the time stated in such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The Employer shall allow any employee on a leave of absence to continue his/her medical and life insurance coverage; however, the employee shall pay the premiums.
- B. Military Leave:
1. Reserve Training: Employees who are members of a reserve component of the military forces of the United States or the State of Wisconsin shall promptly notify the Transit Director and will be granted a leave of absence if required to participate in ~~summer~~ training duties. Such employees shall be paid the difference, if any, between their regular pay and their military pay for the training period involved, but not to exceed two (2) weeks in the calendar year.
 2. Active Duty: In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on military leave of absence may continue health, dental and life insurance program coverages; the payment therefore to be as follows:
 1. Employee shall pay full cost of the life insurance.
 2. For the first three (3) months of Active Duty, premiums for health, vision, and dental insurance shall be paid as provided for under this agreement; thereafter, the employee shall pay the full cost.
- C. Union Business: Unpaid leaves of absence may be granted to members of the bargaining unit (Union officers) to attend necessary or mandated Union functions (i.e.

conventions, conferences, seminars). The granting of such leaves shall be within the sole discretion of the Transit Director.

- D. Benefits While on Leave of Absence: Whenever any employee is on an unpaid leave of absence in excess of ten (10) working days in any thirty (30) day period, the employee shall reimburse the employer for the cost of his/her medical/dental/vision costs or premiums for the period of absence. No accumulation of sick leave and vacation will occur during such absences.

ARTICLE 9 – HOLIDAYS

- A. Holiday Schedule: All permanent full time employees shall be granted the following holidays off with pay:

New Year’s Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

- B. Full-time employees shall receive an allowance equal to their picked run or regular work schedule, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, ~~and~~ December 24th, and New Year’s Eve Day. Full-time employees who do not have a regular work schedule shall receive an allowance equal to their assigned work schedule, or a minimum of eight (8) hours pay, whichever is greater, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, December 24th, and New Year’s Eve Day.

~~B.~~ If the City adds MLK and/or Juneteenth to City holidays, ATU will receive the same.

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- C. Work on Holidays: Any employee who is required to work on any of the above mentioned holidays shall be paid at the rate of time and one-half (1 1/2) his/her regular classification rate in addition to receiving the holiday allowance. Work on ATU Friday, Day after Thanksgiving, December 24th, and New Year’s Eve Day are excluded from this section.
- D. Holiday Pay Rate: Full-time employees shall receive an allowance equal to their picked run or assigned work schedule, or a minimum of eight (8) hours pay, whichever is greater.
- E. Holiday Pay Eligibility: In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled work day before and after the holiday, unless excused by the Employer. Employees scheduled to work on a holiday must work the holiday in order to qualify for

holiday pay. Employees shall be eligible for holiday pay even though the employee does not work his/her full regularly scheduled work day before and after the holiday if the employee is excused from work ~~under and only~~ because of the following reasons:

1. Inpatient hospitalization.
2. Recuperating from inpatient hospitalization.
3. Vacation.
4. Scheduled days off.
5. Unavailable for work due to non-elective outpatient surgery verified by a surgery report.
6. Unavailable for work due to properly reported illness/injury arising on the job as a potential or actual worker's compensation claim.
7. Unavailable for work for at least three (3) consecutive scheduled work days in total either immediately prior to or immediately after the holiday with the employee providing a doctor's verification of the employee's inability to perform the duties of the position held by the employee. Rotating days off shall count in determining the three (3) consecutive scheduled work days unless the rotating day off is the first day of the three (3) consecutive scheduled work days before or the last day of the three (3) consecutive scheduled work days after the holiday. The Employer may require an examination by a physician of the Employer's choosing, and at the Employer's expense to determine the extent of the injury or illness of the employee.
7. Example: If a holiday lands on a Monday, and the Employee's rotating day off falls on a Tuesday, and then is unavailable for the next three days with a doctor's verification, the Employee would be eligible for the holiday pay.
8. FMLA Certified absence of three or more days.

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F. Personal Holidays: Each full-time Employee shall receive a total of three (3) personal holidays per calendar year. Regular part-time employees shall receive three (3) days as personal holidays per calendar year. New employees shall receive three (3) personal holidays upon hire and may utilize this benefit at time of hire, pending supervisor approval.

~~F.—Choice of personal holidays must be approved by the Transit Director and must be taken as full days. Personal holidays must be used within the calendar year they are received. On January 1 of each year, members of the bargaining unit shall be granted three (3) personal holidays with the member having the option to receive payment for said personal holidays. The personal holidays must be used in the year granted and may not be accumulated. Personal holidays shall be picked in conjunction with the department's single day vacation pick procedure. Personal holidays not picked during the single vacation pick process shall be available on a first come first served basis.~~

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~~Employee must request personal holiday payout in writing upon 10 days advance written notice to the employer.~~

- G. Holidays for Bus Operator I: All part-time employees shall receive six (6) hours holiday pay for each holiday allowed by this agreement.

ARTICLE 10 - VACATIONS

- A. Regular full-time employees shall earn paid vacation based on the number of years of service with the City in accordance with the following schedule:

Years of Service	Annual Vacation	Bi-weekly Accrual	Max. Vacation Accumulation Allowed
At time of hire	15 days	3.07704.6154 hours	16020 hours
<u>Upon completion of 5 years of service</u>	15-20 days	6.15404.6154 hours	160-200 hours
<u>Upon completion of 10 years of service</u>	25 days	7.69246.1540 hours	240 hours
<u>Upon completion of 15 years of service</u>	25-30 days	9.23087.6924 hours	284 hours
25	30 days	9.2308 hours	280 hours

Part-time employees' vacation earning schedule shall be based on 6 hours/day and 30 hours/week. Part-time employees shall be able to carryover vacation hours from one year to the next, with a maximum carryover limit of 20 hours.

New employees accrue but may not use vacation benefits during the first six (6) months of employment. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn vacation during that pay period. This does not apply to employees who are on approved unpaid family medical leave.

Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Head and based on the needs of the City.

Vacation ~~must~~ may be used ~~in a minimum of~~ ~~in no less than~~ 2 hours. ~~Remaining hours must equal at least 3/4 of the employee's regular shift or more to be eligible for another day off.~~ ~~An employee's vacation balance can never have a deficit.~~ Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on ~~hour~~ 6 hours.

B. Vacation Payout: Employees may be paid out for up to forty (40) hours annually of unused and unscheduled vacation upon ten (10) days advance written notice to the employer. Employees shall be paid at their current wage rate. Vacation hours paid shall not be used in the calculation of overtime.

C. Scheduling Procedures:

a. ~~Administration shall post~~ ~~The operations manager shall post~~, no later than October 1st each year, a vacation roster in order that the employees may schedule in advance and have knowledge of those weeks available. ~~Full week vacation time must be signed for by December 15th of each year.~~ Choice of vacation shall be by department seniority, with each eligible employee having up to two (2) scheduled work days to pick their vacation. Employees who fail to pick their vacation within the aforesaid two (2) days shall forfeit their pick until all less ~~senior~~ senior employees have had the opportunity to make their vacation pick. Special arrangements may be made in the case of extreme necessity (i.e., illness, injury, vacation, etc.) at the discretion of the ~~Transit Operations Manager or Transit Operations Supervisor~~ Deputy Transit Director or Transit Director. Employees may not trade scheduled vacation periods. Single vacation day, single PAL day, and personal holiday selections shall be ~~picked signed for~~ after ~~the~~ full week selection procedure ~~has been completed~~ ~~will be used in single day selection~~. Employees may not change their vacation pick until after the entire picking process has been completed. All unpicked vacation days may be retained by the employee to be chosen at a later date. The Deputy Transit Director or Transit Director ~~Operations Manager~~ will post a notice that the picking process is complete and that single day requests will be accepted and considered by seniority on the first specified date. Thereafter, unpicked vacation days shall be available on a first come first served basis after the formal block week and single day picks have been made by seniority.

b. ~~The Deputy Transit Director or Transit Director, or their designee, shall post~~ a tentative schedule by the end of the business day on Wednesday for the following week. Any time off requests must be submitted to management no later than 2:30 p.m. the Monday before the tentative schedule is posted. Employees will be guaranteed the number of hours posted on the tentative schedule, unless they take time off without providing notice of said leave as described above.

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ARTICLE 11 - SICK LEAVE

The City of Wausau's sick leave policy is designed to compensate for unavoidable absences from work caused by injury or illness. This policy's intent is to prevent the financial hardship of loss of wages for an extended period of time.

- A. Accumulation: Regular full-time employees shall receive an amount equal to 8 hours per month of service which will accrue on a bi-weekly basis at 3.6923 hours. Sick leave will accrue up to a maximum of 133 days (1,064 hours).

Regular part-time employees shall receive a proration of the bi-weekly accrual equal to 4 hours per month of service, which will accrue on a bi-weekly basis at 1.85 hours. Sick leave will accrue up to a maximum of 66 days (528 hours).

Employees earn sick leave immediately upon starting employment with the City. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn sick leave during that pay period.

- B. Use of Sick Leave: An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. In addition, an employee may use sick leave to attend his or her medical and dental appointments. An employee may also use sick leave for a member of his/her family. Immediate family is defined as the employee's spouse, child, parent or a relative living in the same household as the employee. Sick leave use for an immediate family member is allowable only where the immediate family member requires the constant attention of the employee. Generally, employees who will be missing work due to illness or injury must notify their immediate supervisor as soon as reasonably practical but not later than seventy-five (75) minutes prior to the start of their scheduled work day. Employees should consult their immediate supervisor to learn the proper procedure for notifying the City of the need to use sick leave as notification policies may differ between departments. The employee shall provide, upon request of the employer, a statement from a physician verifying the need for leave when requested by the City at any time. Sick leave ~~must~~ may be used in ~~a minimum of increments of no less than~~ two (2) hours. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.

- ~~C. Catastrophic Sick Leave Accounts (CSLA): Individuals who have a catastrophic sick leave account as of January 1st, 2012 will continue to have such balances available to them; however, additional sick leave accrual will not accrue into an individual's catastrophic sick leave account (CSLA). Sick leave in the CSLA may only be used after an employee's regular sick leave account had been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and all unused sick leave in the CSLA shall be forfeited upon termination of employment.~~

~~D.C.~~ Sick Leave during Vacation: In the event that an illness or injury should occur during vacation, unless a written request is made to change vacation leave to sick leave prior to the vacation period, vacation leave shall be charged.

~~E.D.~~ Post Employment Health Plan - Sick Leave Conversion. Sick Leave Conversion upon Retirement: There shall be the following option for regular full-time employees upon retirement or medical disability retirement:

When a full-time employee, with less than 25 years of service, retires or is forced to retire due to medical disability, a maximum of 60 percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential rates) and shall be contributed to the participant's Post Employment Health Plan (PEHP). In order to determine the employee's sick leave conversion benefit, the following formula would be applied:

Years of Service + Age = Credits

EXAMPLE: 20 Years of Service + 55 = 75 Credits

For credits above 68 but below 80, deduct 5 percent (5%) from the standard conversion for each year short of 80.

80 credits = 60 percent conversion of sick leave to dollar credits.

79 credits = 55 percent conversion

78 credits = 50 percent conversion

77 credits = 45 percent conversion

76 credits = 40 percent conversion

75 credits = 35 percent conversion

74 credits = 30 percent conversion

73 credits = 25 percent conversion

72 credits = 20 percent conversion

71 credits = 15 percent conversion

70 credits = 10 percent conversion

69 credits = 5 percent conversion

68 credits = 0 percent conversion

Regular full-time employees who retire with at least 25 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

~~Employees who were classified as non-represented employees as of December 31st, 2011, who will have at least 30 years of service as of December 31st 2012 shall have a monetary contribution of 100 percent (100%) of banked sick leave hours contributed to the participant's PEHP when they retire.~~

In order to be eligible for sick leave conversion upon retirement, an employee must meet all of the following conditions:

1. Have been hired prior to January 1st, 2013; and
2. Apply for Wisconsin Retirement Fund benefits at least thirty (30) days prior to the last day of work; and
3. In cases of voluntary retirement the employee must have notified the employer at least three (3) months prior to the retirement date. An employee must submit the notice to the Human Resources department and give anticipated retirement date. Upon receipt of notice the Department director shall sign the notice, accepting the retirement which becomes irrevocable unless an exception is approved by the Director of Human Resources.

ARTICLE 12 - PERFECT ATTENDANCE LEAVE

A. **Earning Method:** **Full-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn six (6) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional six (6) hours of Perfect Attendance Leave. Full-time employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Full-time employees who do not use sick leave for the fifth consecutive year, shall earn twelve (12) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a full-time employee's P.A.L. account exceed forty (40) hours.

Earning Method: **Part-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional four (4) hours Perfect Attendance Leave. Part Time employees who continue not to use sick leave will earn six (6) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Part-time employees who do not use sick leave for the fifth consecutive year shall earn nine (9) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a part-time employee's PAL account exceed thirty (30) hours.

B. **Utilization:** Employees may request to use Perfect Attendance Leave, or be paid out for said leave, at any time following the year(s) in which it is earned. To facilitate use of PAL hours by an employee, management can utilize a part-time employee to cover vacancies if no other full-time employee is available at a regular rate of pay.

PAL shall be picked in conjunction with the department's single vacation pick procedure. PAL time not picked during the single vacation pick process shall be available on a first come first served basis.

The number of employees utilizing Perfect Attendance Leave at one time shall be limited subject to the ability of the employer to maintain normal operation.

- C. Minimum/Maximum Usage: Perfect Attendance Leave may ~~not~~ be used with a minimum of two (2) hours, in less than four (4) hour increments. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.
- D. Employees will be responsible to alert the Human Resources Department each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period. A six month period without sick leave usage shall be counted toward an increased PAL accrual amount regardless of whether the employee forfeited PAL accrual for that period.

ARTICLE 13 - INSURANCE

- A. Medical and Hospitalization Benefits: Employees will contribute on a monthly basis, twelve (12%) of the health insurance premium equivalent for the respective coverage selected. Employees who do not participate in the Health Risk Assessment shall pay twenty percent (20%) of the total monthly premium equivalent rate for the respective coverage selected.

The employer's contribution to the premium cost of the medical and hospitalization program for part-time employees in the position of Bus Operator I is limited to and based on the single premium cost. The part-time employee in the position of Bus Operator I is responsible to pay the difference between the single premium and family premium if family coverage is selected. Probationary employees must indicate whether or not they desire to be covered by the City's medical and hospitalization program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers, and/or self-fund its medical and hospitalization and insurance program.

The City may choose to implement a Health Reimbursement Account (HRA) to self fund deductible amounts. The City shall contract with a HRA administrator with the capacity for processing of electronic transmission of medical service information provided by the health insurance provider. Employees shall be responsible for paying medical service

providers for medical services for which the employee is receiving a check from the HRA administrator.

B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program. Part-time employees in the position of Bus Operator I are limited to employee-only dental insurance eligibility beginning January 1, 2021. Probationary employees must indicate whether or not they desire to be covered by the City's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers and/or self-fund its dental program. Upon receipt of any notices concerning any rate increase or decrease, the City shall provide the Secretary of the Union with a copy of such notice within ten (10) days.

The City's contribution towards dental insurance shall be limited to fifty percent (50%) of the premium rate for the plan.

C. Life Insurance: Employees may also participate in the State Group Life Insurance Program upon eligibility thereunder.

D. Felonious Assault Insurance: The Employer agrees to purchase a felonious assault insurance policy in the amount of one hundred thousand dollars (\$100,000) per covered individual, for all employees covered by this agreement to the extent it is possible under the current provider, however, that the premium thereon does not exceed ten dollars (\$10.00) for each covered individual per twelve (12) month period. This insurance coverage is to terminate with the termination of this agreement.

E. Income Replacement Insurance: The City agrees to offer income replacement insurance for employees eligible to participate in the Wisconsin Retirement System. Employees who elect to participate shall pay the premium rate as established by the insurer.

F. Pre-tax Insurance Premiums: All deductions from employees pay for health and dental insurance will be taken on a pre-tax basis.

F.G. Voluntary Benefits: The City offers a variety of voluntary benefits such as vision insurance, short-term disability insurance, long-term disability and deferred compensation programs. Complete details of these plans will be available to all employees and at various times during the year.

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ARTICLE 14 - RETIREMENT

- A. Wisconsin Retirement Fund: The parties agree to follow the contribution rates established by law and the employee shall contribute the employee's share to the Wisconsin Retirement System.

ARTICLE 15 - LONGEVITY PAY

The Employer agrees that it shall pay longevity pay (in addition to regular job rates), on an annual basis on the 1st pay period in November, as a reward to employees who have completed continuous uninterrupted service as additional compensation as follows:

- A. From 5 to 10 years - a total of \$15.00 per month.
- B. From 10 to 15 years - a total of \$25.00 per month.
- C. From 15 to 20 years - a total of \$35.00 per month.
- D. From 20 to 25 years - a total of \$45.00 per month.
- E. From 25 years and over - a total of \$55.00 per month

~~Effective July 1, 2005~~ Part-time employees shall qualify for longevity based on seniority.

ARTICLE 16 - BEREAVEMENT LEAVE

The employer grants bereavement leave to handle family matters and attend funerals when a close or extended member of their family dies.

- A. Immediate Family: In the event of a death in the immediate family of a full-time or part-time employee, such employee will be paid for the time lost from scheduled work at their regular rate of pay for up to three (3) days to handle family matters and attend the funeral. Immediate family shall mean the employee's: spouse, parent, stepparent, children, stepchildren, parent-in-law siblings, or other person residing in the employee's home immediately prior to death.
- B. Other: The full-time or part-time employee shall receive one (1) day off with pay to handle family matters or attend the funeral of an extended family member. Extended family shall mean the employee's grandparents, grandchild~~ren~~, siblings-in-law, aunts, uncles, nieces, and nephews.
- C. Extension: Additional time off requested as paid or unpaid may be available for use by employees if the circumstances warrant. Employees should contact their supervisor to discuss any requests and exceptions may be granted at the discretion of the Department Director, in consultation with the Director of Human Resources. Bereavement leave shall be used no later than 6 months after the date of the loss unless extended by the Transit Director.

- D. Death of Fellow Employee: ~~All~~ Employees may be granted up to four (4) hours leave without loss of pay to attend the funeral of a fellow employee or a retired employee of the Wausau Area Transit System, d.b.a. Metro Ride. The need for continuing service may limit the number of employees who may attend the funeral. In each instance, the employer may decide on the number of employees and the amount of time actually required to attend the funeral, up to four (4) hours.
- E. Part-Time Employee Benefit: One (1) day funeral leave for part-time employees shall mean six (6) hours.

ARTICLE 17 - SHIFT DIFFERENTIAL

Any Operator II or Mechanic I or II whose work schedule regularly requires work after 7:00 p.m. shall receive ten cents (\$.10) per hour above the regular pay rate for each hour worked after 7:00 p.m.

ARTICLE 18 - JOB RATES

Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

The job rates are specified in Appendix "A".

ARTICLE 19 - WORKING HOURS AND OVERTIME

- A. Normal Work Week: The normal work week for all employees shall be forty (40) hours per week, ~~excluding~~ including reporting time. Shift schedules will be determined by the Transit Director. Daily work schedules will be posted the day prior by 2:00 p.m.
- B. Overtime Pay: Any employee ~~who~~ that is required to perform work in excess of forty (40) hours per week ~~including~~ excluding reporting time shall be compensated at the rate of time and one-half (1 1/2) of his regular classified rate. Holiday pay hours will be used in the calculation of hours worked for overtime purposes when the holiday falls on a regularly scheduled work day. Holidays falling on a regularly scheduled off day will not be used in the calculation of hours worked for overtime purposes. For purposes of this provision, Saturday and Sunday shall be considered regularly scheduled off days. ATU Friday, Day after Thanksgiving, December 24th and New Year's Eve Day are excluded from this section.
- C. Overtime Work: The Employer has the right to schedule overtime time as required in a manner most advantageous to the Employer and consistent with the requirements of the transit operations and the public interest. The employees and the Union agree that

overtime assignments must be accepted (unless such assignment would endanger the health or safety of the employee).

- D. Call-In Pay: Whenever a bus operator, garage employee, or part-time employee is called for work, they shall receive a minimum of two (2) hours pay time. Part-time employees will receive fifteen (15) minutes report time which shall be used in calculating the two (2) hour minimum.
- E. Instructors: Operators acting as instructors shall receive in addition to their regular wages, one dollar (\$1.~~50~~0) for each hour worked while performing the duties of the driver instructor, or fifty cents (~~\$0.50~~1.00) per hour for each hour worked while performing the duties of a route trainer.
- F. Overtime Reports: Operators shall report, in writing, to the manager or immediate supervisor the reason for any time spent on runs in excess of the posted time for the run.
- G. Reporting Time: All full-time and part-time bus operators ~~whenshall be~~ required to work an additional fifteen (15) minutes each day, either prior to or after their regular shift, or any combination thereof, to attend to work related matters preceding or following their shift. Such time shall be considered in the calculation of overtime (as defined under the Fair Labor Standards Act, [29 USC 201]) and shall be paid in accordance with the provisions of the Fair Labor Standards Act.

In order to comply with the provisions of the Act, employees shall record the actual time they commence their work activities on their daily time reports. Likewise, employees will record the actual time they finish work. Under no circumstances may employees perform any unauthorized work in excess of the fifteen (15) minute reporting time provision. Specifically, this means that no work may be performed prior to sign in time or following sign out time. The allocation of the fifteen (15) minute reporting time provision between pre-shift and post-shift activity shall be made by the Transit Director.

- H. Garage Employees: Overtime for garage employees is defined as any hours worked in excess of any regular scheduled eight (8) hour day or forty (40) hours per week and shall be compensated at the rate of time and one-half (1 ½). Regularly scheduled hours of work will not be reduced so as to minimize the costs of such overtime.
- I. Overtime Pay: Overtime shall not be paid more than once for the same hours worked. Employees will have the option to give back overtime in exchange for a reduced work day, in the same week, at the option of the employee and approved by management.

ARTICLE 20 - UNIFORMS

- A. Upon successfully completing the CDL program and obtaining a CDL license, new Employees will receive two (2) bottoms and three (3) shirts of the Employee's choice (short or long sleeve, pants or shorts), paid for by the Employer.

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The Employer shall provide the uniform for all bus operators based on the below per contract year. The Employer reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to: color, style, fabric, material, brand, and specifications. The Employer further reserves the right to determine the serviceability of any uniform item. The cost of maintenance of the uniform shall be borne by the Employee.

Bus Operators may wear any professional closed toe athletic or dress shoe.

If an employee voluntarily leaves the Employer during their probationary period, said employee will owe the Employer \$200.00 to cover the cost of the uniform provided to them.

The uniform for the Bus Operators consist of the following allocation, with the Employee choosing the type:

3 bottoms (short or long sleeve)

5 shirts (pants or shorts)

1 jacket (winter coat or fleece jacket)

1 hat (winter hat or baseball hat)

A. Additional items of clothing may be purchased by the employee at their own expense.~~Shared Costs: For the term of this agreement, the Employer will bear one half (1/2) of the cost of the original purchase, and replacement, of the following parts of the uniforms for all bus operators: six (6) trousers, one (1) cap, and one (1) jacket, based upon the need in each individual case; and one half (1/2) of the cost of not to exceed six (6) shirts, six (6) shorts, and two (2) sweaters, and one (1) spring jacket, the color of which is to be determined by management.~~

- B. Maintain Present Uniform: The parts of the uniform including shirts shall be the same as those presently worn unless they are not available, in which case the Employer shall decide the kind to be worn for uniformity.
- C. Change of Uniform: The Employer further agrees that should Employer policy require a change in the type of uniform now considered standard, it will bear the entire cost of the first replacement of the complete new type.
- D. Coveralls - Garage Employees: The Employer agrees to provide coverall services and/or shirt and pants for all garage employees. Coveralls are to remain on Employer property at all times except when an employee is on duty elsewhere on Employer business. The cost of replacement of coveralls due to negligence will be borne by the employee.

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- E. Safety Shoes: Shop employees (mechanics and utility workers) are required to wear safety shoes during normal working hours. The Employer will pay fifty percent (50%) up to \$250, whichever is less, of the cost of two (2) pairs of safety shoes during the term of this Agreement, one (1) per contract year, to mean July 1 to June 30. The Employer will pay fifty percent (50%) up to \$250, whichever is less, of the cost of one (1) pair of rubberized snow boots, once per contract. Prior management approval is needed for all items discussed in this section.

- F. Ear Protectors: A regular, full-time employee in the classification of garage employee is eligible for reimbursement ~~of 80% of cost~~ up to ~~\$75.00~~50 maximum for molded ear protectors once every 24 month period (including cost associated with office visit), with prior management approval. The employee may use any provider to obtain molded ear protectors.

- G. Eye Protectors: Shop employees (mechanics and utility workers) are required to wear eye protectors while in the shop. The City shall provide non-prescription safety eyewear that meet the ANSI (Z87.1) standards. Once per year, the employee shall be eligible for reimbursement of ~~50% the cost of~~ replacement prescription lenses ~~for a single vision lens~~ up to ~~\$150.00~~90, with prior management approval, provided the eye protectors including frames and glass meet approved safety standards.

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ARTICLE 21 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees when released from jury or witness duties shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime or shift differential under this provision.

ARTICLE 22 - UNION DUES CHECKOFF

- A. Union Dues Checkoff: Upon the employee's granting written authority to the Employer, on a form to be provided by the Union, the Employer agrees to deduct from the employee's earnings on the first and second payroll period of each month the amount sufficient to provide for the regular payment of the current rate of monthly union dues established by the Union. The amount shall be certified by the Union and any changes in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Union once each month. Employees may revoke the checkoff authorizations at any time by providing written notice to the Employer and the Union. The Union agrees to indemnify and hold harmless the Employer for any damages or legal costs resulting from the checkoff of Union dues pursuant to this provision.

1. Union Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and nonunion, fairly and equally. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex. Employees have the right to maintain or drop their membership in the Union as they see fit.
 - a. Present Employees: As to employees employed on the effective date of this agreement, such deductions shall be made and forwarded to the Treasurer of the Union only from the monthly earnings of those employees who are members of the Union on the effective date of this Agreement. However, should employees who are not members of the Union on the effective date of this Agreement voluntarily become members of the Union after the effective date of this agreement they shall thereafter be subject to the provisions of this agreement.
2. Forfeiture: In the event that the Union, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the Employer, the deductions and payments of fair share contributions made in accordance with this agreement, and also including any voluntary dues deduction (checkoff) privileges, shall be terminated forthwith by the Employer. Thereafter, for a period of one year, measured from the date of the onset of the strike or work stoppage, no deductions whatsoever shall be made from the earnings of any employees, nor shall any payment whatsoever be made to the Treasurer of the Union by the Employer.
3. Responsibility of the Employer and the Union:
 - a. If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union. The Employer shall not be liable to the Union, employee or any party by reason of the requirements of this Article of the agreement for the remittance of or payment of any sum other than that constituting actual deductions made from employee's wages earned. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.
 - b. Indemnification and Hold Harmless Provision: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken by the Employer in compliance with the provisions of this fair share agreement.
 - c. Trust Account: During the pendency of any action brought challenging the provisions of this fair share agreement or the right of the Employer and the

Union to enter into such agreement, all sums which the Employer has agreed to deduct from the earnings of the employees covered by this fair share agreement and transmit to the Treasurer of the Union shall be placed in trust pending the ultimate disposition of such action. Upon disposition of the action, if it is determined that the funds held in trust are to be paid to the Union, the Union shall be entitled to the interest which was earned on such funds during the pendency of the action.

- B. Administrative Fee: The Union shall pay the Employer seventy-eight dollars (\$78.00) per year payable on or before October 1st to partially cover the administrative expense of the Employer in processing this dues deduction/fair share provision.

ARTICLE 23 - IN-SERVICE TRAINING

Employees required to attend in-service training meetings outside of normal working hours shall be paid a minimum of two (2) hours at straight time.

ARTICLE 24 - TRANSFER OF BENEFITS

Persons transferring into this bargaining unit from another City of Wausau Department shall be given credit for length of employment in the other department as it relates to all benefits, except as length of service applies to seniority. For example, such employee may transfer existing vacation and sick leave balances to this department.

ARTICLE 25 - NEGOTIATING SESSIONS

Negotiating sessions shall be conducted outside the normal work day, unless the parties mutually agree otherwise.

ARTICLE 26 - SCHEDULING OF RUNS

- A. Schedule Changes: The Employer shall have the sole and exclusive right to schedule the routes and timing of all runs. The Employer agrees to discuss with the Union any changes in its schedules, but in no event shall the Employer be restricted to its right to implement such changes.
- B. Run Picks: The Employer will conduct general run picks (bids) in seniority order in which employees will have the opportunity to express their preference as to runs. Run picks shall be held fifteen (15) work days prior to the first Monday of the months of June, October, and February. In the event of sickness, vacation, and/or circumstances

beyond the individual's control, an extension of time may be granted, if mutually agreed upon by the Union Committee and the Employer.

- C. Assignment of New Runs: The assignment of employees to new runs or vacant runs shall be made by the Employer for the ten (10) days prior to the completion of run picks for that position.

ARTICLE 27 - UNION ACTIVITY

- A. Union Activity: Employees shall be prohibited from using Employer vehicles to attend any Union meetings or conferences. No Union business shall be transacted during on-duty hours unless prior approval from the Transit Director has been granted. All employees when acting in an official capacity for the Union shall keep time records when this activity occurs during working hours. Union officers shall not be precluded from the proper conduct of the grievance procedures, however, in accordance with the terms of this agreement, ~~the~~ the Employer reserves the right to exclude such meetings from any and all work areas. Union membership meetings shall not be conducted on the Employer's property. Time spent by representatives of the Union in the conduct of grievances with the Employer shall not be deducted from the pay of such persons.
- B. Union Officials: The Union agrees to provide written notification to the Transit Director within seven (7) days following the election or selection of Union officials, stewards, grievance committee members or other Union officials. The Employer agrees to advise the Union of the proper officials assigned to handle personnel matters involving the Union.
- C. Bulletin Boards: The City agrees to provide space for separate bulletin boards for the Union's use and allow them to be erected in locations to be agreed upon for the posting of notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives, credit unions and Unemployment Compensation information and other notices concerning Union affairs which are not political or controversial in nature. Upon notice from the City, the Union shall promptly remove from such bulletin boards any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The City shall retain ownership of the bulletin boards, and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove said bulletin boards.
- D. Display Case: The City agrees to provide space for a Union display case that measures no larger than 18" wide by 18" deep and 68" high. The Union agrees to display materials that are workplace appropriate and upon notice from the City shall promptly remove any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of

the display case and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove it.

ARTICLE 28 - MAINTENANCE OF EQUIPMENT

The Employer agrees to maintain its equipment in a safe and healthful operating condition. The buses shall be treated in accordance with laws and ordinances covering such conditions.

ARTICLE 29 - NO-STRIKE AGREEMENT

- A. **Strike Prohibited:** Neither the Union nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this agreement.
- B. **Union Action:** Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.
- C. **Penalties:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

ARTICLE 30 - DURATION OF AGREEMENT

- A. Except as noted below, this Agreement shall be in effect as of July 1, 202~~4~~² and shall remain in full force and effect until and through June 30, 202~~4~~⁶.
- B. **Timetable for Negotiations**
 - Step 1:** Submission of Union bargaining requests and City management proposals in writing on or before May 1, 202~~4~~⁶.
 - Step 2:** Negotiations shall begin after the bargaining proposals have been exchanged

as outline in Step one (1) above. Each party agrees to work in good faith towards reaching a successor agreement in a reasonable amount of time.

- C. Adjustment in Timetable: This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.
- D. Extension of Agreement: In the event the parties are unable to reach agreement during the negotiations for renewal of this contract, the basic terms of conditions of this Agreement shall continue until the terms and conditions of the new Agreement are worked out by negotiation.

ARTICLE 31 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by a tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby.

ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

Employees required to have a Commercial Driver's license are subject to Drug and Alcohol testing consistent with the Metro Ride Policy.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The City of Wausau Human Resources Department shall continue to monitor the claims administration of the Employee Benefit Program and to make recommendations for improvement when administrative problems become apparent.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The employer agrees to discuss with the Union the terms and conditions of any mandatory drug testing program adopted by WATS or the City of Wausau and to bargain the impact of such program before it is implemented.

(Four [4] copies of this instrument are being executed, all with the same force and effect as though each were an original.)

Employees hired after July 1, 2005 shall be required to have and maintain a CDL and a Federal Medical Card. The employer agrees to pay the cost to the employee's medical card, and to select the facility the employee will use to renew the Federal Medical Card.

Medical evaluations shall be scheduled and occur on the employee's own time, and the City shall pay two (2) hours for attending the appointment upon receipt of proof of successful renewal. Additional medical appointments required for Federal Medical clearance shall be scheduled by the employee on the employee's own time and at the employee's expense. Management will notify employees no less than two weeks from expiration date of Federal Medical Card.

ARTICLE 33 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

ARTICLE 34 – REIMBURSED EXPENSES

For employees who a Commercial Driver's License is a requirement of employment, the City shall pay up to \$50 toward ~~obtaining the difference in the cost of~~ a commercial driver's license ~~and a regular license~~, upon issuance and/or renewal.

ARTICLE 35 – VOLUNTARY SEPARATION

At time of voluntary separation (retirement or resignation), upon giving 10 working days written notice to the Human Resources Department, or employees whose service is terminated due to death, shall receive payment for all remaining earned vacation time, compensatory time, perfect attendance leave and longevity. Employees who do not give at least 10 working days

written notice to the Human Resources Department shall forfeit unearned vacation and perfect attendance leave, and longevity. The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilized vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work.

ARTICLE 36 – NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or any other protected class under law.

Both parties agree that unlawful harassment will not be tolerated.

Employees who feel they have been the subjects of discrimination or harassment are encouraged to discuss such issues with their supervisor or other management staff or file a complaint through the City's Human Resources Department. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

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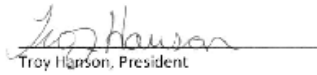
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Dated at Wausau, Wisconsin, this 23 day of August, 2022


Katherine Rosenberg, Mayor


Troy Hanson, President


Anne Keenan, HR Director


Adrian Rinehart-Balfe, Vice-President


Greg Seubert, Transit Director


John W. Schara, Secretary-Treasurer


Scott Burton, Member Bargaining Team


Gary Steffen, Member Bargaining Team


Tim Bishop, Member Bargaining Team

Dated at Wausau, Wisconsin, this _____ day of _____, 2024

Doug Diny, Mayor

Troy Hanson, President

James Henderson, HR Director

Adrian Rinehart-Balfe, Vice President

Arran Hersey, Transit Director

John W. Schara, Secretary-Treasurer

Scott Burton, Member Bargaining Team

Tim Bishop, Member Bargaining Team

Gary Steffen, Member Bargaining Team

APPENDIX "A"
WAGES AND CLASSIFICATIONS

Effective June 26, 2022

<u>Classification</u>	<u>Step-A Start</u>	<u>Step-B 6 months</u>	<u>Step-C 12 months</u>	<u>Step-D 24 months</u>	<u>Step-E 48 months</u>
Maintenance Tech	-	-	-	28.61	29.47
Mechanic II	22.07	24.45	25.57	26.81	27.62
Mechanic I	21.51	23.68	25.01	26.12	26.91
Bus Operator II	21.36	23.67	24.72	25.93	26.70
Utility Worker/Mechanic	20.10	22.30	23.24	24.26	24.99
Utility Worker	18.55	20.52	21.41	22.36	23.03
Bus Operator I*	21.36	23.67	24.72	25.93	26.70
Paratransit Operator	17.18	18.29	19.63	20.74	21.36

Effective December 25, 2022

<u>Classification</u>	<u>Step-A Start</u>	<u>Step-B 6 months</u>	<u>Step-C 12 months</u>	<u>Step-D 24 months</u>	<u>Step-E 48 months</u>
Maintenance Tech	-	-	-	29.04	29.91
Mechanic II	22.40	24.82	25.95	27.21	28.03
Mechanic I	21.83	24.04	25.38	26.52	27.31
Bus Operator II	21.68	24.03	25.09	26.32	27.11
Utility Worker/Mechanic	20.40	22.63	23.58	24.63	25.36
Utility Worker	18.83	20.82	21.73	22.69	23.37
Bus Operator I*	21.68	24.03	25.09	26.32	27.11
Paratransit Operator	17.44	18.56	19.93	21.05	21.68

Effective July 09, 2023

<u>Classification</u>	<u>Step A Start</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>
Maintenance Tech	-	-	-	29.48	30.36
Mechanic II	22.73	25.19	26.34	27.62	28.45
Mechanic I	22.16	24.40	25.76	26.91	27.72
Bus Operator II	22.00	24.39	25.47	26.71	27.51
Utility Worker/Mechanic	20.71	22.97	23.94	25.00	25.75
Utility Worker	19.11	21.14	22.06	23.03	23.72
Bus Operator I*	22.00	24.39	25.47	26.71	27.51
Paratransit Operator	17.70	18.84	20.23	21.36	22.00

Effective December 24, 2023

<u>Classification</u>	<u>Step A Start</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>
Maintenance Tech	-	-	-	29.92	30.82
Mechanic II	23.07	25.57	26.74	28.04	28.88
Mechanic I	22.49	24.77	26.15	27.32	28.14
Bus Operator II	22.33	24.76	25.85	27.11	27.92
Utility Worker/Mechanic	21.02	23.32	24.30	25.37	26.13
Utility Worker	19.40	21.45	22.39	23.38	24.08
Bus Operator I*	22.33	24.76	25.85	27.11	27.92
Paratransit Operator	17.97	19.12	20.53	21.68	22.33

Effective PP14 2024

<u>Classification</u>	<u>Step A Date of Hire</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>

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<u>Bus Operator</u>	<u>23.00</u>	<u>25.50</u>	<u>26.63</u>	<u>27.92</u>	<u>28.76</u>
<u>Paratransit Operator</u>	<u>18.51</u>	<u>19.69</u>	<u>21.15</u>	<u>22.33</u>	<u>23.00</u>
<u>Facilities Maintenance</u>	<u>21.65</u>	<u>24.02</u>	<u>25.03</u>	<u>26.13</u>	<u>26.91</u>
<u>Mechanic I</u>	<u>23.39</u>	<u>25.76</u>	<u>27.20</u>	<u>28.41</u>	<u>29.27</u>
<u>Mechanic II</u>	<u>23.99</u>	<u>26.59</u>	<u>27.81</u>	<u>29.16</u>	<u>30.04</u>
<u>Lead Maintenance Tech</u>					<u>36.63</u>

Effective PP1 2025

<u>Classification</u>	<u>Step A Date of Hire</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>
<u>Bus Operator</u>	<u>23.34</u>	<u>25.89</u>	<u>27.02</u>	<u>28.34</u>	<u>29.19</u>
<u>Paratransit Operator</u>	<u>18.79</u>	<u>19.99</u>	<u>21.46</u>	<u>22.67</u>	<u>23.34</u>
<u>Facilities Maintenance</u>	<u>21.98</u>	<u>24.38</u>	<u>25.40</u>	<u>26.52</u>	<u>27.32</u>
<u>Mechanic I</u>	<u>23.74</u>	<u>26.15</u>	<u>27.60</u>	<u>28.84</u>	<u>29.70</u>
<u>Mechanic II</u>	<u>24.35</u>	<u>26.99</u>	<u>28.23</u>	<u>29.60</u>	<u>30.49</u>
<u>Lead Maintenance Tech</u>					<u>37.36</u>

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Effective PP14 2025

<u>Classification</u>	<u>Step A Date of Hire</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>
<u>Bus Operator</u>	<u>23.70</u>	<u>26.27</u>	<u>27.43</u>	<u>28.77</u>	<u>29.63</u>
<u>Paratransit Operator</u>	<u>19.07</u>	<u>20.29</u>	<u>21.79</u>	<u>23.01</u>	<u>23.70</u>
<u>Facilities Maintenance</u>	<u>22.30</u>	<u>24.75</u>	<u>25.79</u>	<u>26.92</u>	<u>27.73</u>
<u>Mechanic I</u>	<u>24.10</u>	<u>26.54</u>	<u>28.02</u>	<u>29.27</u>	<u>30.15</u>
<u>Mechanic II</u>	<u>24.72</u>	<u>27.40</u>	<u>28.65</u>	<u>30.04</u>	<u>30.94</u>
<u>Lead Maintenance Tech</u>					<u>38.11</u>

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Effective PP1 2026

<u>Classification</u>	<u>Step A Date of Hire</u>	<u>Step B 6 months</u>	<u>Step C 12 months</u>	<u>Step D 24 months</u>	<u>Step E 48 months</u>
<u>Bus Operator</u>	<u>24.05</u>	<u>26.67</u>	<u>27.84</u>	<u>29.20</u>	<u>30.07</u>

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<u>Paratransit Operator</u>	<u>19.35</u>	<u>20.59</u>	<u>22.11</u>	<u>23.35</u>	<u>24.05</u>
<u>Facilities Maintenance</u>	<u>22.64</u>	<u>25.12</u>	<u>26.17</u>	<u>27.32</u>	<u>28.14</u>
<u>Mechanic I</u>	<u>24.46</u>	<u>26.94</u>	<u>28.44</u>	<u>29.71</u>	<u>30.60</u>
<u>Mechanic II</u>	<u>25.09</u>	<u>27.81</u>	<u>29.08</u>	<u>30.49</u>	<u>31.41</u>
<u>Lead Maintenance Tech</u>					<u>38.87</u>

For pay progression, months of service shall be based on the employees' latest date of hire for the classification with the only exception being listed below.

Any individual hired as the Lead Maintenance Tech will automatically start at Step E.

For purposes of pay only, employees who retire and return to work in a part time position shall be paid at the same step in pay (at the appropriate rate in accordance with the current contract) they had attained prior to retirement and will continue to progress in the progression schedule. For purposes of all other benefits, these employees will be treated as a new employee.

LETTER OF AGREEMENT #1

ATU Local 1168 and the City of Wausau Transit Management agree that both parties shall follow the City of Wausau's Code of Conduct Policy and City of Wausau Employee Handbook. If there is a conflict between the Employee Handbook and this Agreement, this Agreement controls.

LETTER OF AGREEMENT #2

ATU Local 1168 and the City of Wausau agree to eliminate the job titles of Utility Worker/Mechanic and Utility Worker and replace it with the title of Facilities Maintenance. Employees currently in these positions will be placed under the new job title and shall be placed in their current wage progression status from their original date of hire and retain current seniority date. The parties further agree to eliminate the job title of Maintenance Tech and replace it with Lead Maintenance Tech. The Employee currently in this position will be placed under the new job title and shall be placed in Step E and retain current seniority date.

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CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE	
Authorizing Downtown Snow/Ice Removal 2024-2025.	
Committee Action:	Approved 5-0
Fiscal Impact:	Revenue will be actual cost of work performed
File Number:	24-1017
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City will remove snow and ice from sidewalks on the following streets:

- 3rd Street from Grant Street to Washington Street
- Washington Street from 1st to 4th Street
- Jefferson Street from 1st to 4th Street
- Scott Street from 3rd to 4th Street
- North side of Jefferson Street between 4th and 5th Street
- East side of 1st Street between Jefferson and Washington Street
- East side of 4th Street between Jefferson and Scott Street
- East side of 2nd Street between Jefferson and Scott Street
- North side of McClellan Street from 3rd Street to 120 feet west
- North side of McClellan Street from 3rd Street to 120 feet east
- South side of Grant Street from 3rd Street to 120 feet east
- North side of Forest Street from 1st to 5th Street
- South side of the 100 block of Scott Street
- 1st Street and Scott Street abutting 11 Scott Street and 500 and 520 North 1st Street
- South side of Washington Street from 4th Street to 5th Street
- 2nd Street from Washington Street to Forest Street

WHEREAS, the intent of this resolution and its effect shall be to authorize the removal by the City

of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.
2. The cost of this work at the City's standard rate shall be charged to the property served.
3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2025 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.
4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: September 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal

Also Present: Mayor Diny, Eric Lindman, Anne Jacobson, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch, Mark Thuot – City of Schofield, Dan Borchardt – MSA, Eric Jones – CIP

CONSENT AGENDA

A. Approve minutes of the August 8, 2024 meeting

B. Action on authorizing Downtown Snow/Ice removal

C. Action on Stormwater Maintenance Agreement with ABC Supply Co. Inc. at 102 Fulton Street

D. Action on Easement with Frontier Communications at 725 Woods Place

There was a request to remove Item B from the consent agenda.

Watson moved to approve consent agenda Items A, C, and D. Neal seconded and the motion passed 5-0.

Item B – Neal questioned if the sidewalk on 2nd Street between Washington Street and Forest Street and the sidewalk in front of the Imaginarium and HOM Furniture should be added. Lindman explained this is contracted work and the businesses pay for it at the end of the year. Staff can reach out to those businesses to see if they will pay for it or if they want to take care of it themselves.

Neal moved to approve as presented and instructed staff to look at adding, if necessary, sections on 2nd Street and 3rd Street. Larson seconded and the motion passed 5-0.

Agenda Item No.

1B

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Action on authorizing Downtown Snow/Ice removal

BACKGROUND

Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.

Following are the rates from past years:

2023-2024	\$10.61/foot
2022-2023	\$13.79/foot
2021-2022	\$8.90/foot
2020-2021	\$5.76/foot
2019-2020	\$7.72/foot

Example: A downtown property with 60 feet of frontage had a cost of \$636.60 for snow/ice removal for 2023-2024.

FISCAL IMPACT

Property owners are charged the City's actual cost for snow/ice removal.

STAFF RECOMMENDATION

Forward a resolution to the Common Council authorizing snow/ice removal for the 2024-2025 winter.

Staff contact: Allen Wesolowski 715-261-6762

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving contract for residential and commercial building inspection services between the City of Wausau and City of Schofield.	
Committee Action:	Approved 5-0
Fiscal Impact:	Annual Estimated Revenue of \$25,000 to the city per the fee schedule to be approved in December, 2024
File Number:	15-1013
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Estimated Annual Revenue of \$25,000
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Schofield has contracted with the City of Wausau for performing residential building permitting and inspection services for Schofield since September 1, 2015; and

WHEREAS, your Finance Committee, at their October 8, 2024 meeting, discussed and approved entering into a contract with the City of Schofield for residential and commercial building permitting and inspection services for a period beginning January 1, 2024 through December 31, 2028 in accordance with the fee schedule which will be approved in December, 2024; and

WHEREAS, the Schofield Finance/Economic Redevelopment Committee recommended approval of the contract at their October 8, 2024 meeting and the Common Council will consider the matter at their November 12, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Contract for Inspection Services with the City of Schofield and that the proper City officials are hereby authorized and directed to execute the 2024-2028 Contract for Inspection Services between the City of Wausau and City of Schofield.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 8, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Jeremy Kopp, Bill Hebert

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action on Contract for Inspection Services with the City of Schofield.

Motion by Gisselman, seconded by Henke, to approve. Motion carried 5-0.

DRAFT



Memorandum

From: William D. Hebert
To: Finance Committee
Date: 09/30/2024
Re: City of Schofield – Residential Permitting and Inspections Contract

Purpose: To obtain your approval for a 4 year contract extension with the city of Schofield to provide both residential and commercial permitting and inspection services.

Facts / Considerations:

Wausau has been providing inspection services to the city of Schofield since October 2015. Schofield and Wausau staffs are pleased with the current arrangement and wish to continue our arrangement in the future.

Our permitting system is setup for Schofield as well at no additional cost to Wausau.

We have increased our hourly rate for special projects from \$90 per hour to \$105. Inspection fees are in accordance with Wausau's fee schedule plus 10%.

Recommendation: Your approval is requested for:

1. A 4 year contract with the city of Schofield to provide permitting and inspections services for residential and commercial construction.

Impact:

The history of permits over the last several years were reviewed. The workload is within our capacity and creates a revenue to the city.

Cc: Doug Diny, Mayor
Eric Lindman, DPW & Utilities Director

CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this ____ day of _____, 2024, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the CITY OF SCHOFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "SCHOFIELD":

WITNESSETH:

WHEREAS, WAUSAU presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU acknowledges that pursuant to Sections 62.17 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, SCHOFIELD acknowledges that pursuant to Sections 62.17 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, SCHOFIELD desires to utilize, for its city, WAUSAU's residential and commercial inspection services, and WAUSAU agrees to provide residential and commercial construction inspection services to SCHOFIELD all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM.** WAUSAU shall provide the following residential inspection services within the corporate boundaries of SCHOFIELD for a period beginning January 1, 2025 through December 31, 2028. This contract shall not automatically renew.
2. **SCOPE.** Subject to the provisions hereinafter contained in this contract, WAUSAU shall provide:
 - A) Upon request, inspection services during all phases of residential and commercial construction, including, but not limited to, building, HVAC, plumbing and electrical, to SCHOFIELD, and the service shall be provided to any person or entity within SCHOFIELD needing such inspection service.
 - B) At Wausau's discretion, response to significant code violations (razing), upon request by SCHOFIELD staff, at an hourly rate of \$105 per hour.
3. **FEES.** WAUSAU shall be paid in accordance with its fee schedule as updated and adopted annually by the following means:

- A) A contractor and/or individual engaging in residential construction within the City of Schofield shall obtain a zoning certificate from the City of Schofield;
 - B) The contractor and/or individual shall then present the zoning certificate to the City of Wausau for the issuance of a building permit, which fee for said permit shall be paid directly to WAUSAU; and
 - C) WAUSAU shall then perform and issue a final building inspection, and forward the report of such inspection to SCHOFIELD.
4. **TERMINATION.** WAUSAU or SCHOFIELD shall each have the option at any time during the term of this contract to terminate this contract upon ninety (90) days' written notice to the other party.
5. **HOLD HARMLESS.** WAUSAU agrees to defend, hold harmless, indemnify, release and forever discharge SCHOFIELD from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon SCHOFIELD, as the result of and/or due to WAUSAU's inspection operations which are the subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the foregoing as are due, and to the extent due, to the sole negligence or intentional act of SCHOFIELD or its employees; and specifically included within this hold harmless are attorneys fees and other costs of defense which may be sustained by and/or occasioned to SCHOFIELD and/or any of SCHOFIELD's employees, agents, officers and designees, whether appointed, hired or elected.
6. **NOTICE.** Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403-4783, and in the case of SCHOFIELD, to the City Clerk of the City of Schofield, 200 Park, Schofield, Wisconsin, 54476.

IN WITNESS WHEREOF, this contract has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

Doug Diny, Mayor

Kaitlyn Bernarde, Clerk

CITY OF SCHOFIELD BY:

Kregg Hoehn, Mayor

Paula Brummond, Clerk

RESOLUTION OF THE PARKS AND RECREATION COMMITTEE

Granting permission to 3M Company to enter upon and have access to Riverside Park for soil testing and approval of agreement with 3M Company.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-1019

Date Introduced: October 22, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

RESOLUTION

WHEREAS, 3M Company (“3M”) recently purchased a parcel adjacent to Riverside Park in which the railroad tracks pass through; and

WHEREAS, arsenic soil contamination has been detected on the parcel and DNR has requested 3M further investigate; and

WHEREAS, 3M is required to delineate the extent and degree of contamination which includes extending the site investigation beyond their property, into Riverside Park, upon the City’s approval to access the park; and

WHEREAS, on October 7, 2024, your Parks and Recreation Committee discussed and recommended granting permission to 3M to access Riverside Park for soil testing.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby grants permission to 3M Company to enter into Riverside Park for soil testing.

BE IT FURTHER RESOLVED that the Common Council further approves entering into an agreement with 3M Company for the access to Riverside Park for soil testing and authorizes the proper City officials to execute the agreement.

Approved:

Doug Diny, Mayor

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: October 7, 2024, at 5:15 p.m. Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Andy Sims – Operations Manager, John Kahon – City Forester, Anne Jacobson - City Attorney, Matt Graun - Becher Hoppe

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present, and the meeting was called to order at 5:15pm.

2. Discussion and Possible Action Granting Permission to 3M for Soil Testing – 3M purchased a segment of railroad at Riverside Park. That section of railroad was tested and was found to have traces of arsenic. Per DNR requirement the land adjacent to that test site must now be tested to see if this toxin has gone beyond the rail bed. 3M is asking this committee for permission to conduct core samples on the park property. The trees will not be disturbed, and the core holes will be backfilled with topsoil and reseeded. **Motion** by Rasmussen, second by Neal to grant permission to 3M for soil testing. Motion **carried** by voice vote; vote reflected as 5-0.

Jamie Polley

From: Gray, Jane K - DNR <jane.gray@wisconsin.gov>
Sent: Monday, September 30, 2024 11:47 AM
To: Jamie Polley
Cc: Thompson, Matthew A - DNR
Subject: [EXTERNAL] RE: Discuss Riverside Park

You don't often get email from jane.gray@wisconsin.gov. [Learn why this is important](#)

Hi Jamie – Thank you for your questions regarding the upcoming work that is planned by 3M for their CN/WCL RR Track Former site (BRRTS #02-37-587000). The source of contamination at Lot 1 of this site, which is adjacent to the Riverside Park, is understood to be related to the railroad activities. In correspondence dated 06/02/21, the DNR asked 3M to further investigate the arsenic soil contamination identified at sample locations SB-01 and SB-02, which are located on Lot 1. Please note that Wis. Admin. Code ch. NR 716 requires that a responsible party, which is 3M for this site, not only delineate the extent and degree of contamination, but also to extend the site investigation beyond the site's property boundaries, as long as access is provided. The City of Wausau may choose grant access to 3M to perform their planned off-site environmental investigation. Regarding responsibility at this site, Wis. Stat. 292.11 defines a responsible party as a person who possesses, controls, or causes a discharge of a hazardous substance(s). For this site, the DNR has identified 3M as the responsible party for this site, and therefore they are responsible for the site investigation and any remedial actions that may be warranted.

As I mentioned in my voicemail just now, please do not hesitate to reach out if you have any further questions on this topic.

Thank you, Jane

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

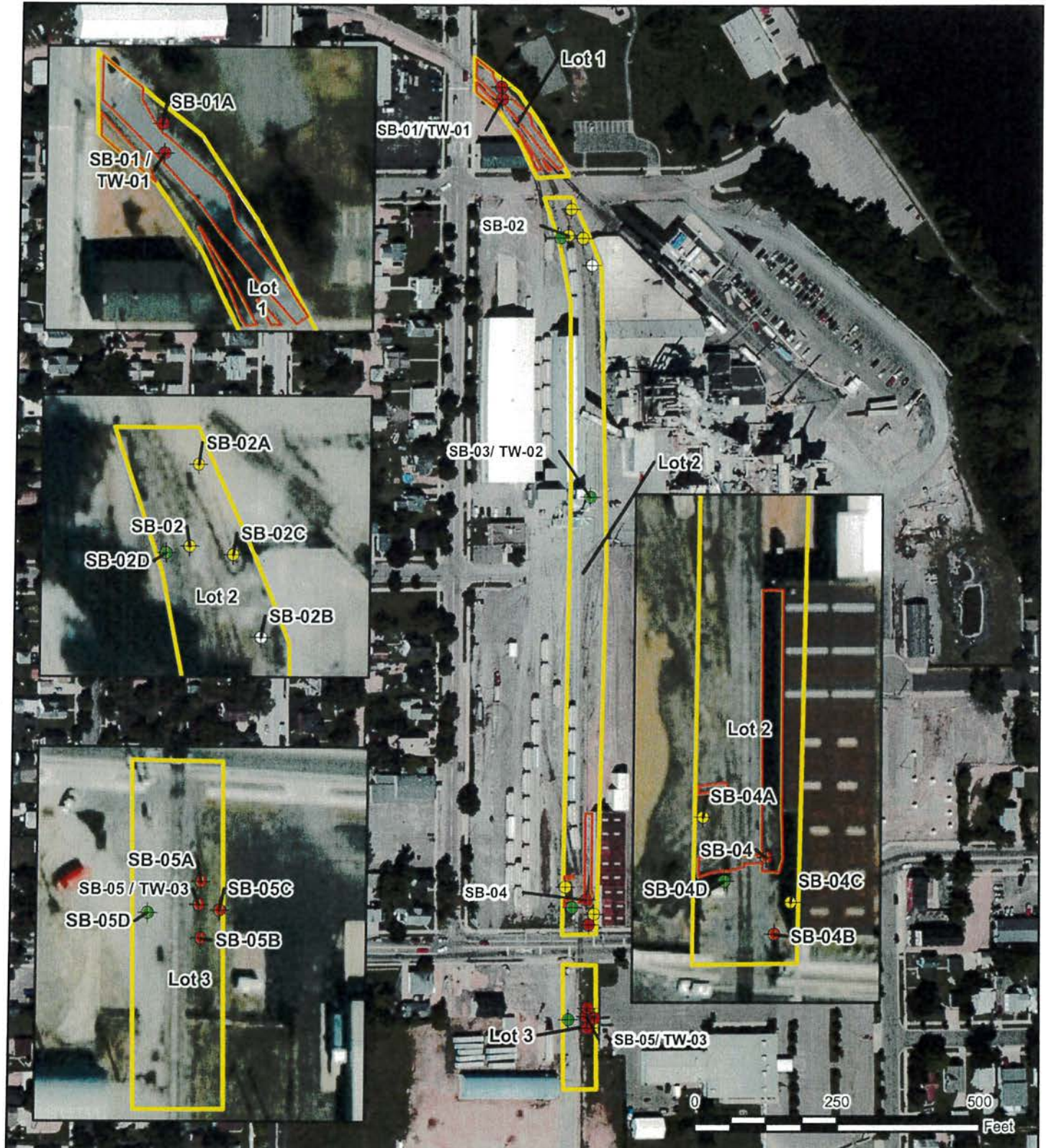
Jane Gray
she/her/hers
Phone: (414) 435-8021
jane.pfeiffer@wisconsin.gov

From: Jamie Polley <Jamie.Polley@marathoncounty.gov>
Sent: Wednesday, September 25, 2024 2:22 PM
To: Thompson, Matthew A - DNR <MatthewA.Thompson@wisconsin.gov>; Gray, Jane K - DNR <jane.gray@wisconsin.gov>
Subject: FW: Discuss Riverside Park

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello Jane and Matt,

As Kevin Madson from 3M mentioned, we have been working together on a request that 3M has to enter Riverside Park for additional testing of arsenic from the rail line they are purchasing. I plan to take this request to the Parks



Legend

- ⊕ Unsampled
- <3 mg/kg
- 3 - 3.8 mg/kg
- >3.8 mg/kg

- ▭ Completed Excavation Extent
- ▭ Lot Boundary

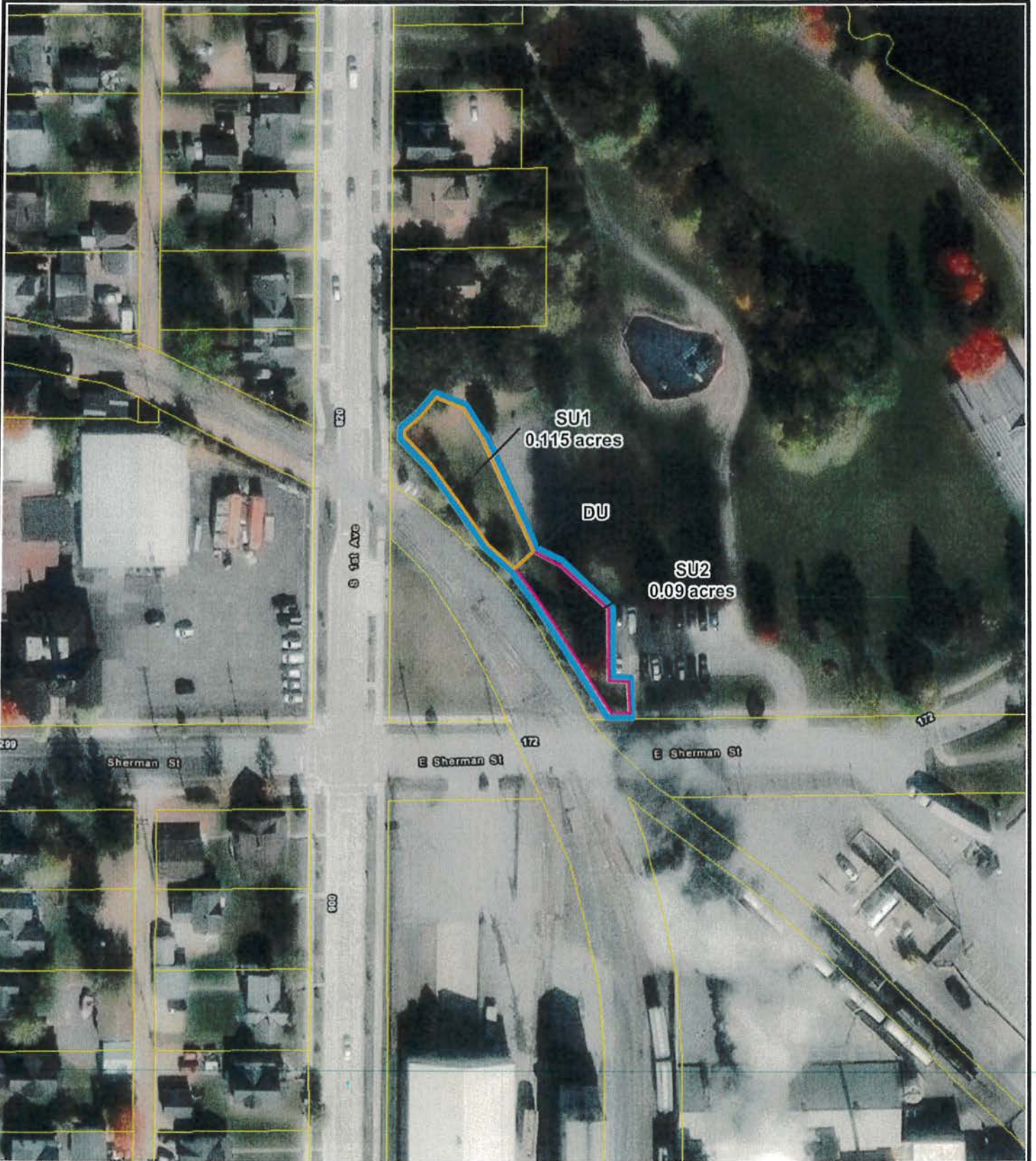


3M COMPANY
RAIL LOTS
WAUSAU, MARATHON COUNTY, WI

**SOIL BORING
LOCATION MAP**



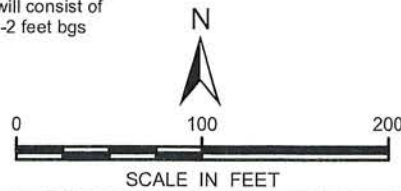
FIGURE
3



LEGEND:

- Parcel Lines
- DU
- SU1 (0.115 acres)
- SU2 (0.09 acres)

- Notes:
1. DU = decision unit
 2. SU = sampling unit
 3. Each sampling unit shown will consist of two sampling unit depths (0-2 feet bgs and 2-4 feet bgs)

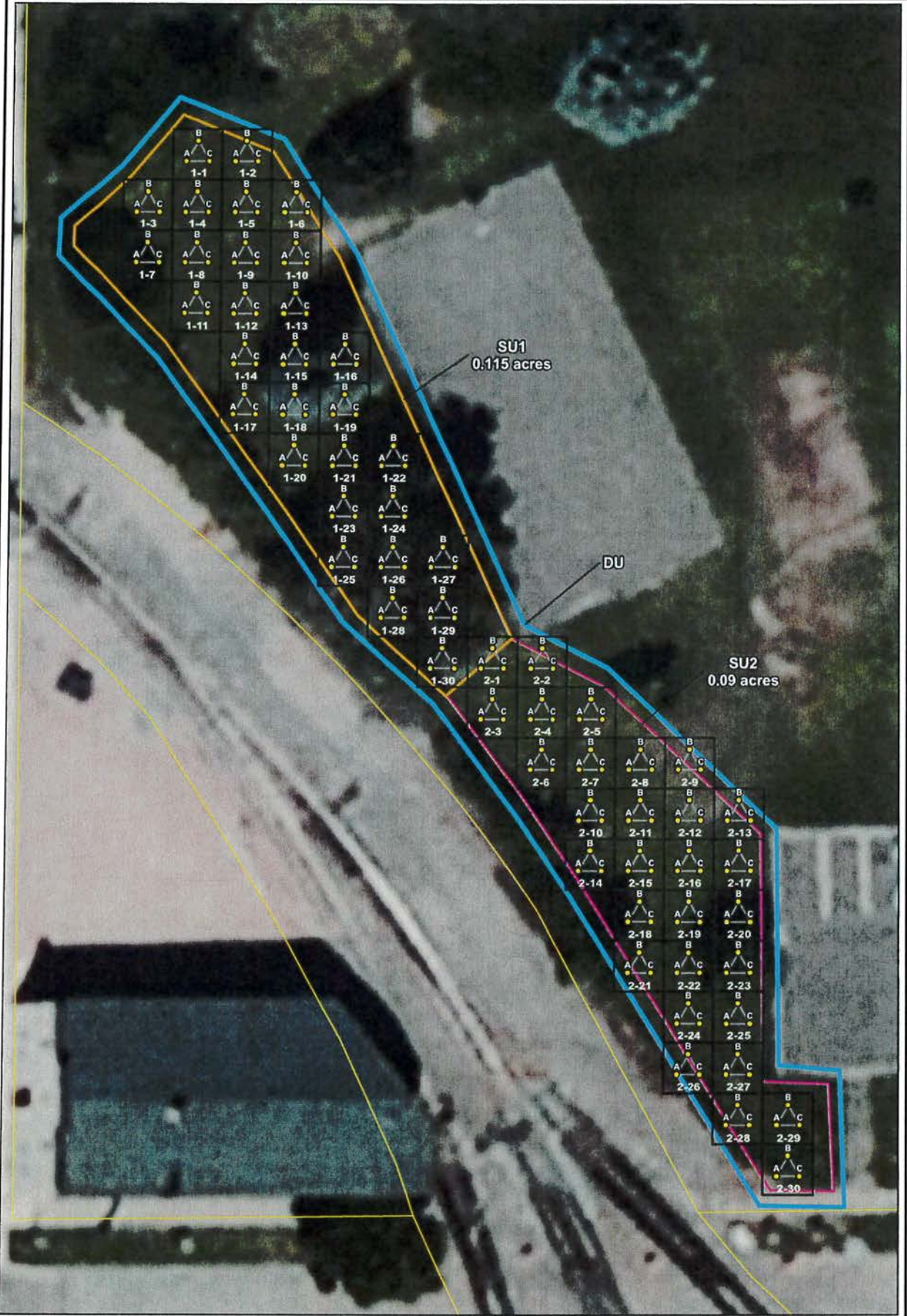


3M COMPANY
RAIL LOTS
WAUSAU, MARATHON COUNTY, WI

**INCREMENTAL SOIL
SAMPLING PLAN**

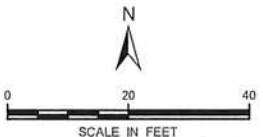


FIGURE
4



- LEGEND:**
- Soil Sample Location
 - Parcel Lines
 - DU
 - SU1 (0.115 acres)
 - SU2 (0.09 acres)
 - Grid - 11.3 ft x 11.3 ft

Notes:
 1. DU = decision unit
 2. SU = sampling unit
 3. Each sampling unit shown will consist of two sampling unit depths (0-2 feet bgs and 2-4 feet bgs)



3M COMPANY
 WAUSAU, MARATHON COUNTY, WI

PROPOSED TRIPLICATE SOIL INCREMENT LOCATIONS

ARCADIS | FIGURE 5

From: [Kaitlyn Bernarde](#)
To: [Kody Hart](#)
Subject: Fw: PFC Appointment
Date: Wednesday, October 2, 2024 6:19:29 PM
Attachments: [image001.png](#)

Please include in the packet.

From: Doug Diny <Doug.Diny@wausauwi.gov>
Sent: Wednesday, September 25, 2024 4:00:47 PM
To: Kaitlyn Bernarde <Kaitlyn.Bernarde@wausauwi.gov>
Cc: Mayor's Office <mayor@wausauwi.gov>
Subject: PFC Appointment

Kaitlyn,

Will Harris resigned from Police and Fire Commission due to taking a new job. His last meeting was Monday, September 23. He will be around through the end of the month if needed.

Please update the committee tracking sheet and put the new appointment nomination on the October 8th council meeting agenda. I'm copying the new AE who starts up here on Monday...

The new appointment for council approval is:

Vylius Leskys
1010 Everest Blvd.
Wausau, WI 54403

He interviewed the last time we filled a position on PFC, so his information should be on file with his citizen application sheet.



Doug Diny

Mayor
City of Wausau

715-261-6800
doug.diny@wausauwi.gov

407 Grant St
Wausau WI 54403



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Vylius

Last Name *

Leskys

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715) [REDACTED]

Email *

[REDACTED]@leskys.us

Years as a Wausau Resident, if applicable *

1

Occupation/Employer, if applicable

Retired US Army

Self Employed Attorney

Business Information

Business Name

Veteran for Veterans Law, LLC

Address

Street Address

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Police and Fire Commission

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

I am seeking an opportunity to serve in our chosen Community after 32+ years of serving our Country.

What qualifications can you bring to these Committees? *

I have experience as a strategic leader and analytical thinker who drives transformative change, focused on organizational alignment and building strategic consensus. I am adept at conveying vision, inspiring teams, and building trust, and will offer leadership experience spanning special operations, recruiting, human resources, and care for wounded warriors.

Chief of Staff - NATO Special Operations Forces Command (SOFCOM)

Deputy Commander - 10th Special Forces Group

Battalion Commander - Seattle Recruiting Battalion

On what other City Committee(s) are you currently serving, if any?

Other Community Involvement

References(Please Include 3)

First Name *

Bradford L.

Last Name *

Ramsey, D.O.

Address *

Street Address

Central Wisconsin Anesthesiology, S.C.

Address Line 2

[REDACTED]

City

Wausau

State / Province / Region

WI

Postal / Zip Code

54401

Country

United States

Phone *

(715 [REDACTED])

Relationship to You *

Acquaintance

First Name *

Colonel Benjamin

Last Name *

Ingram, M.D.

Address *

Street Address

NATO Special Operations Forces Command

Address Line 2

NA

City

NA

Postal / Zip Code

NA

State / Province / Region

NA

Country

Belgium

Phone *

(703) [REDACTED]

Relationship to You *

Acquaintance

First Name *

Major General (Retired) Sean

Last Name *

Swindell

Address *

Street Address

NA

Address Line 2

NA

City

Pinehurst

Postal / Zip Code

NA

State / Province / Region

North Carolina

Country

United States

Phone *

(571) [REDACTED]

Relationship to You *

Acquaintance

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Limit to 3 upload files

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing the vacation of right of way for Commonwealth development at 700 Grand Avenue and releasing the Wisconsin Department of Transportation from reimbursing the City for related land assembly costs.	
Committee Action:	Approved 3-2 Approved 5-0
Fiscal Impact:	\$468,065
File Number:	24-0906
Date Introduced:	October 8, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$468,065</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, improvements to the Grand Avenue and Thomas Street intersection have been on the Wisconsin Department of Transportation project list for many years; and

WHEREAS, the city expended \$468,065 to purchase private property to increase the right of way and improve and expand traffic flow at the intersection with the understanding that the DOT would reimburse the city for these costs at the time of the intersection construction; and

WHEREAS, Commonwealth has proposed to redevelop the 700 Grand Avenue site for an affordable housing project that will provide housing to low to moderate income individuals and increase the city's tax base; and

WHEREAS, to accommodate the housing development the city will need to vacate right of way which will release the DOT from their reimbursement obligation of \$468,065; and

WHEREAS, your Finance Committee has considered and recommends the vacation of right of way for the Commonwealth project and releasing the DOT reimbursement obligation of \$468,065; and

WHEREAS, the Common Council at the recommendation of the Infrastructure and Facilities Committee established a public hearing of the vacation of right of way at the October 10, 2024, Infrastructure and Facilities Committee meeting.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau finds that the development of affordable housing at 700 Grand Avenue is desired and that the loss the DOT reimbursement of \$468,065 will be made up over ten years through property tax collections; and

BE IT FURTHER RESOLVED the Common Council confirms the need for the proposed vacation of right of way public hearing at the October 10, 2024, meeting of the Infrastructure and Facilities Committee.

Approved:

Doug Diny, Mayor

Dept. of Public Works & Utilities



Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 27, 2024

SUBJECT: 700 Grand Ave - Vacation of ROW for Commonwealth Development and Releasing Obligation of the DOT for Reimbursing City for Property Purchase

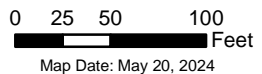
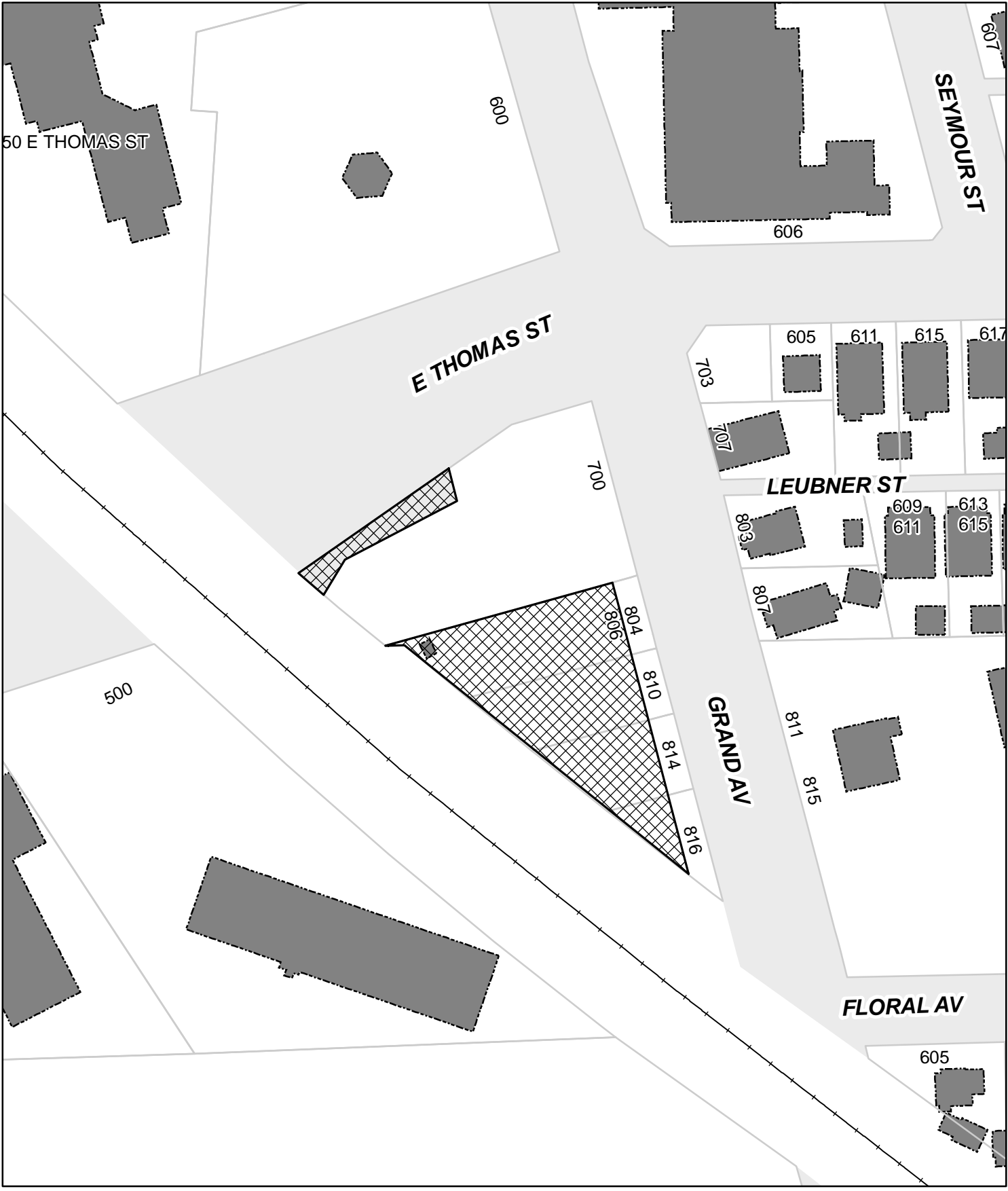
Property at this address was purchased by the city many years ago for the intention of using this property for road right of way when Grand Ave was reconstructed. At the time the city purchased the property the DOT committed to reimbursing the city for the cost of the property purchase as long as the property remained right of way. Please see attached map of proposed vacation.

When Commonwealth proposed their development on this property a few years ago the DOT did not have Grand Ave on a reconstruction schedule. Our recent conversations with the DOT, in spring of 2024, revealed the DOT now has Grand Ave on their reconstruction list for 2030/2031. The DOT is committed to honor their agreement with the city to reimburse the cost of the property purchase in the amount of \$332,474.92. If the property were not to be used for ROW then the DOT would not reimburse the city for the expense. With the Commonwealth development proposed on this property the ROW would need to be vacated and therefore no reimbursement would be given by the DOT.

The vacation of right of way was brought to I&F and Council for approval to set a Public Hearing. That Public Hearing is proposed for the October I&F meeting.

Staff has spoken with the DOT and they do not feel they need the property proposed for vacation to reconstruct Grand Ave at this time. The city working with Commonwealth has preserved a 20ft strip of land on the east side of the property to allow for any possibility of needed area for traffic lane improvement and we do not feel any additional property would be required.

Staff is requesting the Finance Committee make a determination to either keep the ROW and get reimbursed the expense of the property purchase or vacate the ROW to allow for the new development to take place.






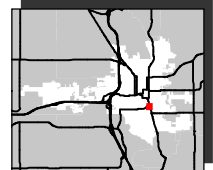
Map Date: May 20, 2024

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

-  Existing Building
-  Existing Right-of-Way
-  Proposed ROW Vacation



CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Firefighter positions.	
Committee Action:	Approved 5-0
Fiscal Impact:	\$144,000
File Number:	23-1109Y
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: ARPA investment income</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$364,000 annually</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: Investment Income \$144,000</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City of Wausau received approximately \$15 million in American Rescue Plan Act (ARPA) Funds, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, the City received public feedback, developed an application and ranking matrix to prioritize the spending of the funds; and

WHEREAS, three firefighter positions were created with ARPA funding and funded for 2023 and 2024; and

WHEREAS, these positions were created along with the nine SAFER Grant (Staffing for Adequate Fire and Emergency Response) positions and

WHEREAS, your Finance Committee recommends funding the three ARPA positions through 2025; and

WHEREAS, the existing ARPA allocation is insufficient to cover the entire cost of these personnel for the balance of 2024 and 2025 leaving an expected shortfall of \$144,000; and

WHEREAS, your Finance Committee recommends funding the shortfall with ARPA investment income; and

WHEREAS, your Finance Committee recommends the following budget modification to amend the multi-year budget to reflect this ARPA spending plan.

*Fund	*Cost Center	Revenue Category	Spend Category	Program	Debit Amount	Credit Amount
215 ARPA Fund	56754 ARPA Grants	48110 Interest Income			\$0.00	\$144,000.00
215 ARPA Fund	56754 ARPA Grants		51590 Other Employer Contributions	WARPA_011 ARPA - Firefighter Positions RR	\$38,880.00	\$0.00
215 ARPA Fund	56754 ARPA Grants		51111 Salaries and Wages	WARPA_011 ARPA - Firefighter Positions RR	\$105,120.00	\$0.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

NOWTHERE BE IT RESOLVED, by the Common Council that the three ARPA firefighter positions will be funded by ARPA funds until the allocation is exhausted and with ARPA investment income through 2025; and

BE IT FURTHER RESOLVED that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 8, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Jeremy Kopp, Bill Hebert

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action on modifying the ARPA budget for Firefighter positions.

Tierney questioned the reoccurring cost. It was stated the cost was budgeted for three positions annually and \$364,000 that will be levy funded in the future. It was additionally stated that the Fire Department is working with FEMA to secure an extension on grant funding. Tierney questioned the challenges with hiring. It was stated this is a nationwide shortage in applicants.

Henke stated the city recently closed a TID and questioned if a TID could provide a funding source.

Gisselman questioned the current staffing levels and the prospect of future staffing. The current staffing level was stated. It was also stated there is an apprenticeship program currently seeking federal funding to improve the future staffing outlook. It was stated the staffing is currently eight short with future retirements and light-duty impacting the exact number. Gisselman questioned how the staffing level impacts the budget. It was stated the budget is set for minimum staffing with a smaller crew per-engine limiting the need for overtime.

Tierney questioned if applicants get their training paid for would be required to stay with the department. It was stated this would be a component for an apprenticeship program. Tierney stated this would be an incentive for applicants and wanted to ensure the department wasn't being used for free training.

Motion by Tierney, seconded by Henke, to approve the request. Motion carried 5-0.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – moving \$800,000 Sewer Headworks Screening funding to Cherry Street Sewer Lift Station.

Committee Action: Approved 4-1

Fiscal Impact: \$800,000

File Number: 24-1109Z

Date Introduced: October 22, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: ARPA funding – Water, Sewer Infrastructure</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: 800,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$800,000</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau received approximately \$15 million in American Rescue Plan Act (ARPA) Funds, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, there is approximately \$800,000 of ARPA funds were allocated to the Wastewater Screening project; and

WHEREAS, bids came in under budget and the final State financing packet determined that ARPA funds were not required for the project; and

WHEREAS, the Cherry Street Wastewater Lift Station is designed and ready for bidding so that funds can be committed prior to the December 31, 2024, obligation date; and

WHEREAS, , your Finance Committee recommended to re-allocate the \$800,000 of Wastewater Screening project to the Wastewater Cherry Street Lift Station; and the related change of purpose of funds;

NOWHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

BE IT FURTHER RESOLVED that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 8, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Jeremy Kopp, Bill Hebert

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action regarding ARPA funding request and related budget modification moving \$800,000 Sewer Headworks Screening funding to Cherry Street Sewer Lift Station Rehabilitation.

Tierney stated the funding should be placed towards the Solar Array Project if the contract can be signed by the ARPA deadline.

Henke stated this would be good to fund the Solar Array Project if the city was aggressive with securing bids and a contract by the end of the year. Henke stated the risk of leaving ARPA money on the table thus stating support for this particular project.

Martens stated this particular project had started the bid process and could be secured by the end of the year ensuring it would be applicable for ARPA spending.

Gisselman stated it was too late for the funding to be secured toward the Solar Array Project and stated support for this particular project.

Motion by Gisselman, seconded by McElhaney, to approve. Motion carried 4-1, with Tierney opposed.



Department of Public Works

Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: October 8, 2024

SUBJECT: ARPA – Funding Reallocation of WW Headworks to WW Cherry St Lift Station

The City Council previously approved \$800,000 of ARPA to be used for the Headworks & Screening Improvements project at the wastewater treatment facility. Since this project was approved the utility has received WDNR Clean Water Funding with Principal Forgiveness. The WDNR has allocated the following funding for the Headworks Project:

Loan - \$1,375,167

Principle Forgiveness - \$3,208,723

The WDNR has since made a policy stating if a municipality uses other funding (i.e. ARPA) to offset the project cost the WDNR will reduce both the Loan and Principal Forgiveness allocations. What this means for us is that Wausau will receive less Principal Forgiveness for this project, we want to make sure we maximize the amount of principle forgiveness.

The Cherry St Lift Station project did not receive any WDNR funding so we would like to allocate the \$800,000 of ARPA to this project to offset any project borrowing. The estimated cost of this project is:

Construction - \$1,250,000

Engineering Inspection - \$100,000

By reallocating the ARPA funds the city will maximize the WDNR Principle forgiveness funds for the Headworks Project and be able to significantly reduce capital borrowing costs for the Cherry St Lift Station Project. The project has already been designed and will be put out for bid in October 2024 with a contract to be signed early December 2024 to obligate the APRA funding.

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- * Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- * Broad band infrastructure must respond to lack of reliable service or affordable service
- * Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Wastewater - Cherry St Lift Station		
Department	Public Works & Utilities	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

<input checked="" type="checkbox"/>	Sewage Infrastructure	<input type="checkbox"/>	Broadband Infrastructure
<input type="checkbox"/>	Stormwater Infrastructure	<input type="checkbox"/>	Cybersecurity Investment
<input type="checkbox"/>	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

The existing Cherry Street lift station is a wet well/dry well station with three vertical centrifugal pumps. The station has exceeded its expected service life and has been experiencing mechanical problems. Flooding events, failing mechanical equipment, pump cavitation, and clogging have occurred. The lift station building is in poor condition.

As part of the station rehab, all mechanical and electrical equipment will be replaced. The existing building will be demolished and the lower level will be abandoned. Two new submersible pumps will be installed in a new wet well. New process piping and valves and the pump control panel will be installed in a new above-ground enclosure. New weatherproof electrical power panels will be installed next to the enclosure. A new emergency generator set in a sound-attenuated enclosure will also be installed for use during electrical emergencies. All work will take place on the existing site.

The station primarily serves a fully-developed residential area, and no significant future development is expected. The replacement station will be designed to handle the current flows from the service area.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

<input checked="" type="checkbox"/>	Addresses critical health or safety hazard.	<input checked="" type="checkbox"/>	This project was identified and deferred on prior years capital/operating budget
<input checked="" type="checkbox"/>	Required to achieve or maintain an adequate level of service	<input type="checkbox"/>	Expands existing service into an undeveloped area.
<input type="checkbox"/>	Provides new service, facility, system or equipment.	<input checked="" type="checkbox"/>	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

The Cherry Street Lift Station was commissioned back in 1958 with the last upgrade to this station occurring in March of 1990. The 1990 upgrade included new wastewater conveyance pumps, an emergency generator, station control panels, communications and ancillary equipment. The existing pumps, generator, station controls, communications and ancillary equipment have been in service for thirty-four years and have far outlived their anticipated life expectancies. All components of this lift station are in dire need of upgrades and are prone to failure. The Cherry Street Lift Station is considered a high flowing lift station and if any part of the system fails it could be a catastrophic event in the residential neighborhood it located in. An ITA was submitted to the WDNR for CWF, but no money was awarded to this project. ARPA funding was awarded to the 2025 Headworks Screening upgrade, but CWF funding was made available for this project with principal forgiveness awarded as well. An executive decision was proposed to allocate the \$800,000.00 ARPA money to the Cherry Street Lift Station Project in lieu of using it for the Headworks Screening Project.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

Continued increased maintenance of this lift station has become time intensive and expensive. In addition to maintenance to this station continuing to be a significant issue.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

Significant maintenance cost savings will be expected and future downtime to this station will be significantly less as there will be adequate access for maintenance.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

Public Works & Utilities

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design	-			7,900		7,900
Bid/Construction Oversight				75,000		75,000
Construction				1,200,000		1,200,000
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ 1,282,900	\$ -	\$ 1,282,900

FUNDING SOURCES

ARPA Funding				800,000		800,000
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other Utility Capital				482,900		482,900
Total Sources	\$ -	\$ -	\$ -	\$ 1,282,900	\$ -	\$ 1,282,900
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

Upgrading the Cherry St Lift Station will increase efficiencies and mitigate downtime and maintenance costs over time.

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING

OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

None to note

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – moving lead service line replacement to Water SCADA Equipment.

Committee Action: Approved 5-0

Fiscal Impact: \$245,391

File Number: 24-1109AA

Date Introduced: October 22, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: ARPA funding – Water, Sewer Infrastructure</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: 245,391</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$245,391</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau received approximately \$15 million in American Rescue Plan Act (ARPA) Funds, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, there is \$245,391 of ARPA funds that were allocated to the Lead Service Line replacement funds for 2022 and 2023 projects that remain unspent; and

WHEREAS, applying these funds to the 2024 project would result in the reduction of state principal forgiveness ; and

WHEREAS, the Water Utility capital plan includes \$330,000 for the replacement of SCADA (Supervisory Control and Data Acquisition control system) and this project can be obligated and committed prior to the December 31, 2024, obligation date; and

WHEREAS, your Finance Committee recommended to re-allocate the \$245,391 of Water Utility lead service line replacement to the Water Utility SCADA upgrade; and the related change of purpose of funds;

NOWHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

BE IT FURTHER RESOLVED that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 8, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Jeremy Kopp, Bill Hebert

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action regarding ARPA funding request and related budget modification moving lead service line replacement to Water SCADA Equipment.

Motion by Henke, seconded by McElhaney, to approve. Motion carried 5-0.

DRAFT



Department of Public Works

Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: October 8, 2024

SUBJECT: ARPA – Funding Reallocation of LSL Replacement to SCADA Upgrades

The City Council previously approved \$500,000 of ARPA to be used for replacement of Lead Service Lines. The utility has spent \$253,609 leaving an unspent balance of \$246,391. Since this ARPA funding was approved the city has been allocated WDNR Safe Drinking Water Loans and Principal Forgiveness for completing LSL Replacements. The WDNR has allocated the following 2024 funding for LSL Replacements:

Loan - \$2,148,950
Principle Forgiveness - \$3,641,078

The WDNR has since made a policy stating if a municipality uses other funding (i.e. ARPA) to offset the project cost the WDNR will reduce both the Loan and Principal Forgiveness allocations. What this means for us is that Wausau will receive less Principal Forgiveness for this project, we want to make sure we maximize the amount of principle forgiveness.

The Water Utility has a proposed capital project to improve its Supervisory Control and Data Acquisition (SCADA) control system. SCADA is used to fully monitor the water treatment and distribution facilities throughout the city. The work to be completed is outlined in the attached ARPA request along with the significance and efficiencies of the improvements in remote monitoring. Staff proposes to use the remaining ARPA LSL funding to be reallocated to this project to reduce the necessary capital borrowing. The estimated cost of this project is:

Professional Services & Equipment - \$330,000

By reallocating the ARPA funds the city will maximize the WDNR Principle forgiveness funds for LSL Replacements, borrow the LSL loan portion at the subsidized rate of 0.25% and significantly reduce capital borrowing costs for the SCADA Upgrade Project. The project will use a Professional Services Contract to be executed in November 2024 to obligate the APRA funding.

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.

Project Title	Water - SCADA Upgrades		
Department	Public Works & Utilities	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		
<small>6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority</small>			

Project Type (Check all that apply)			
	Sewage Infrastructure		Broadband Infrastructure
	Stormwater Infrastructure		Cybersecurity Investment
<input checked="" type="checkbox"/>	Water Infrastructure		

PROJECT DESCRIPTION
Provide a description of the project, purchase or service attach additional information if needed

The purpose of this project is to improve the operational control and communication to 14 of the utilities pumping and storage facilities. The sites will be upgraded to better control and monitor processes and more effectively supply water to the city. Site upgrades will be specific depending on what equipment will be required to improve efficiency at each site. Currently, we have Motor Conrol Centers and Remote Telemetry Units in place that are in excess of 22 years old. Upgrading these controllers provides the utility with more vaersatility in programming for remote monitoring that will tie into our new SCADA controls at the water treatment facility.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY			
	Addresses critical health or safety hazard.	<input checked="" type="checkbox"/>	This project was identified and deferred on prior years capital/operating budget
<input checked="" type="checkbox"/>	Required to achieve or miantain an adequate level of service		Expands existing service into an undeveloped area.
<input checked="" type="checkbox"/>	Provides new service, facility, system or equipment.	<input checked="" type="checkbox"/>	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION
Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

Much of the electrical and control equipment in these facilities is old and obsolete. Making it difficult to do spot or partial system repairs. Any new equipment most likely will not be compatable with the old. It is less costly to plan for a system upgrade than to do a complete replacement in a failure situation. If it is even possible to do an emergency repair, there are still long lead times with electrical and control equipment. A failure of a pumping facility could cause reduced service levels if not service outages until repaired.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE
Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

These upgrades have been defered for many years already. As stated above, most repairs or replacements will not be able to be done without also replacing the supporting equipment, causing complete system replacement. Deferring these planned replacements will cause system failures and possibly service outages.

RETURN ON INVESTMENT
Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

The ROI for this project will be cost savings through maintenance and future replacement costs, better control and decreased operator resources spent at the sites, and increased electrical efficiency. We would also not have increased emergency repair costs, or take on the debt required to complete the project without this funding.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

Public Works & Utilities

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design	-					-
Construction Oversight						-
Professional Services				330,000		330,000
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ 330,000	\$ -	\$ 330,000

FUNDING SOURCES

ARPA Funding				250,000		250,000
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other Utility Capital				80,000		80,000
Total Sources	\$ -	\$ -	\$ -	\$ 330,000	\$ -	\$ 330,000
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

These will be upgrades to our existing SCADA and remote monitoring system. No added operational expenses are expected. It is expected to enhance our remote operations and decrease the number of times a technician will need to physically come into the plant during an alarm situation while they are on-call.

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING

OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

None to note

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Water SCADA Control System	
Committee Action:	Approved
Fiscal Impact:	\$245,391
File Number:	24-1109
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: ARPA funding – Water, Sewer Infrastructure</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: 245,391</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$245,391</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau received approximately \$15 million in American Rescue Plan Act (ARPA) Funds, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, there is \$245,391 of ARPA funds that were allocated to the Lead Service Line replacement funds for 2022 and 2023 projects that remain unspent; and

WHEREAS, applying these funds to the 2024 project would result in the reduction of state principal forgiveness ; and

WHEREAS, the Water Utility capital plan includes \$330,000 for the replacement of SCADA (Supervisory Control and Data Acquisition control system) and this project can be obligated and committed prior to the December 31, 2024, obligation date; and

WHEREAS, your Finance Committee recommended to re-allocate the \$245,391 of Water Utility lead service line replacement to the Water Utility SCADA upgrade; and the related change of purpose of funds;

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

BE IT FURTHER RESOLVED that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Doug Diny, Mayor

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL	
Approving a Planning Option Agreement between City of Wausau and Wangard Development LLC for 15 Fulton Street/920 N. 1 st Street.	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	24-0812
Date Introduced:	October 22, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, on August 19, 2024, the Common Council approved a proposal submitted by Wangard Development LLC (“Developer”) for a residential development in the Riverlife District at 15 Fulton Street and 920 N. 1st Street; and

WHEREAS, Developer has requested to secure the site for access to conduct due diligence activities over a 12-month planning period, by the conclusion of which Developer shall notice City of its intent to proceed to negotiate the terms of a development agreement; and

WHEREAS, on October 1, 2024, your Economic Development Committee reviewed and recommended entering into a Planning Option Agreement with Developer as presented in the packet for their consideration; and

WHEREAS, on October 8, 2024, the Common Council approved the Planning Option Agreement as attached to the resolution which version it was discovered later, was not the draft the parties had agreed upon.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the attached Planning Option Agreement with Wangard Development LLC and authorizes the proper City officials to execute the Agreement.

Approved:

Doug Ding, Mayor

PLANNING OPTION AGREEMENT

CITY OF WAUSAU AND WANGARD ~~PARTNERS INC.~~ DEVELOPMENT LLC

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") AND **WANGARD ~~PARTNERS INC.~~ DEVELOPMENT LLC**, a Wisconsin ~~corporation~~ limited liability company, with its principal address of 1200 Mayfair Road, Suite 410, Milwaukee, Wisconsin 53226 (hereinafter "DEVELOPER").

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WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 15 Fulton Street/920 N. 1st Street, Wausau, Wisconsin and with PIN No. 291-2907-253-0643 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS, CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate an agreement relating to the sale of the Property to DEVELOPER and development of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. **Planning Option.**

- (a) Subject to the terms and conditions herein, CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign, for this purpose, City approval is delegated to City's Development Director) an exclusive period from the date hereof through December 31, 2025, to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). The price of the Planning Option shall be Ten Dollars (\$10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice from DEVELOPER to CITY prior to expiration for an additional fee of Ten Dollars (\$10.00) (such fee is non-refundable except as set forth below).
- (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
- (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided

however, that: (i) any destructive or invasive testing shall require CITY's advance written consent (for this purpose, City approval is delegated to Department of Public Works Director or City Engineer) (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER or its agents causes (such obligation shall survive the expiration or termination of this Agreement); and (iv) DEVELOPER and its agents shall comply with all applicable laws. CITY shall make available all known environmental reports in CITY'S possession.

- (d) DEVELOPER shall provide CITY with copies of any and all testing results completed on the Property.
- (e) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER's intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not more than ninety (90) days to arrive at a binding development agreement between the parties relating to the sale of the Property and the development of the Project (the "Development Agreement") during which time this Planning Option will remain in effect to allow continued access to the site, and site control. The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. Before it can be finalized, any Development Agreement shall be subject to the approval by the City Council. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

- (a) The Project will be consistent with DEVELOPER's previous written response to CITY's Request for Interest process.
- (b) CITY will transfer the Property to DEVELOPER in its 'AS-IS' condition for a purchase price to be determined in negotiations and pursuant to the terms of an executed Development Agreement.
- (c) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.
- (d) Without limiting the generality of the foregoing, DEVELOPER acknowledges and agrees that (i) CITY has no obligation to enter into a Development Agreement, to provide development incentives, or to sell the Property to DEVELOPER, whether or not DEVELOPER proposes a project and/or incentives similar to prior discussions, (ii) DEVELOPER shall not be entitled to any payments from CITY including, without

limitation, payment of DEVELOPER's costs (whether incurred to date or in the future) relating to the Property, the Project or Development Agreement negotiations, except as set forth in a binding Development Agreement, such costs being at DEVELOPER's sole expense; and (iii) if a binding Development Agreement is not entered into within the timeline above, CITY may pursue different development options for the Property, including, without limitation, selling to another party.

3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with ~~or without~~ cause, which shall mean that DEVELOPER has acted contrary to the terms of this Agreement or DEVELOPER has failed, for more than a thirty (30) day period, to respond in writing to a written request by CITY for an update on DEVELOPER's activities relating to the Project, upon at least thirty (30) days' written notice. ~~and CITY shall also have the option to terminate this Agreement, if without cause, CITY cause, upon at least ninety (90) days' written notice and upon the CITY providing written notice of such termination without cause, CITY shall refund any payments made to CITY for the Planning Option.~~ Upon termination or expiration of this Agreement, neither party shall have any further obligations except those which expressly survive.

4. **Miscellaneous.** DEVELOPER shall not have the right to assign this Agreement to any other party without the prior written consent of CITY (as identified in Item 1(a) above), which consent shall not be unreasonably withheld. All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, to the address listed in the intro paragraph above. Under no circumstances shall any council member, officer, official, director, attorney, employee, or agent of CITY have any personal liability arising out of this Agreement. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties. Except as otherwise specifically provided for within this Agreement, any approval, consent or waiver by CITY shall not be binding unless/until approved or ratified by the City Council. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and undertakings between the parties. This Agreement is intended solely for the benefit of DEVELOPER and CITY, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remaining portion thereof and all other provisions of this Agreement will remain valid and in force to the fullest extent by law. This Agreement is governed by Wisconsin law, and any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and DEVELOPER. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which

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counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

CITY:

CITY OF WAUSAU
a Wisconsin municipal corporation

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn A. Bernarde, City Clerk

DEVELOPER:

WANGARD ~~PARTNERS~~
~~INC-DEVELOPMENT LLC~~
a Wisconsin
~~corporation~~ limited liability
company

By: Wangard Partners, Inc., its Manager

By: _____
Matt Moroney, CEO

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Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tegan M. Troutner
Assistant City Attorney

Memorandum

To: Mayor Diny
Common Council

From: Lisa Parsch *Lisa Parsch*

Date: October 15, 2024

Re: Planning Option Agreement with Wangard Development LLC

On October 8, 2024, Council approved a Planning Option Agreement with Wangard for the property at 15 Fulton Street/920 N. 1st Street.

It came to my attention that the version included in the packet was not the draft the parties had agreed to.

The matter is coming back to you for approval of the correct version. A redline of the agreement is included so you can see the changes.

Thank you.

lp

Enc.

recommendation to continue to offer Health Savings Account eligible plans, which further promote health plan consumerism and cost savings by further engaging and informing individuals on the issues of health care costs, and;

WHEREAS, both your Human Resources Committee and your Finance Committee recommend keeping the dental premiums flat, and;

WHEREAS, both your Human Resources and Finance Committees approve the adjustment of the HSA and FSA contribution limits as necessary to remain compliant with IRS and other federal regulations, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City of Wausau provide the health and prescription drug plans summarized above and specified in attached documentation for the 2025 plan year, and;

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and administer the plan as approved by this resolution.

Approved:

Doug Diny, Mayor

City of Wausau

HEALTH COVERAGE PLANS

Carrier	SecurityHealth Plan SM		SecurityHealth Plan SM		ASPIRUS SM HEALTH PLAN	
	2024 Premier HMO (Broad Network)		2024 Simply One HMO (Marshfield Only)		2025 Aspirus Signature HMO	
Provider Network/Plan Type	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible						
Single	\$1,650		\$1,650		\$1,650	
Family	\$3,300		\$3,300		\$3,300	
	If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee /\$1,200 Family. The City's payments will be made semi-monthly to the HSA account.		If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee /\$1,200 Family. The City's payments will be made semi-monthly to the HSA account.		If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee /\$1,200 Family. The City's payments will be made semi-monthly to the HSA account.	
Coinsurance	80%		80%		80%	
Out-of-Pocket Max	<i>Includes Deductible</i>		<i>Includes Deductible</i>		<i>Includes Deductible</i>	
Single	\$2,650		\$2,650		\$2,650	
Family	\$5,300		\$5,300		\$5,300	
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
Office Visits						
Primary Care	Deductible then \$30 copay then 80%		Deductible then \$30 copay then 80%		Deductible then \$30 copay then 80%	
Specialist	Deductible then \$60 copay then 80%		Deductible then \$60 copay then 80%		Deductible then \$60 copay then 80%	
Routine/Preventive Care	100% Coverage		100% Coverage		100% Coverage	
Inpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins		Ded, 80% Coins	
Outpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins		Ded, 80% Coins	
Urgent Care	Deductible then \$100 copay then 80%		Deductible then \$100 copay then 80%		Deductible then \$100 copay then 80%	
Emergency Room	Deductible then \$200 copay then 80%		Deductible then \$200 copay then 80%		Deductible then \$200 copay then 80%	
Prescription Drugs	<i>After Deductible is Met</i>		<i>After Deductible is Met</i>		<i>After Deductible is Met</i>	
Preventive therapeutic drugs from list covered at 100% Generic/Preferred Brand/Brand Name/Specialty	\$10/ \$30/\$60 /25% No Max		\$10/ \$30/\$60 /25% No Max		\$10/ \$30/\$60 /25% Max \$250	
Mail Order Drugs					Copays X2	
Rates per month	Premier HMO		Simply One HMO		Aspirus Signature HMO	
Employee Cost	\$97.24		\$77.46		\$97.06	
Family Cost	\$299.48		\$238.56		\$298.92	
Rates per month Employer	Premier HMO		Simply One HMO		Aspirus Signature HMO	
Single Cost	\$713.06		\$568.00		\$711.70	
Family Cost	\$2,196.24		\$1,749.46		\$2,192.07	
Total Cost for Single	\$810.30		\$645.46		\$808.76	
Total Cost for Family	\$2,495.72		\$1,988.02		\$2,490.99	

Human Resource Committee Packet

October 21, 2024

Agenda Item
Discussion and possible action approving 2025 benefit design for City and CCIT employees.
Background
<p>As part of total compensation, the City of Wausau provides employees the opportunity to participate in a group Health, Dental, Vision and Life Insurance programs. Consistent with the employee handbook at 7.03, 7.04 and 7.05 respectively, employees contribute 12% of the health insurance premium, 50% of the dental insurance and 100% of the vision, life insurance premiums.</p> <p>In 2022, the City changed health insurance vendors from WEA Trust to Security Health, which offered a competitive rate for the City in 2022, 2023 and 2024.</p> <p>This year the City went to market, with the assistance of USI Insurance Services, staff has successfully outlined a plan resulting in a projected increase overall of 2.6% with a single plan. This increase is intended to cover the anticipated plan cost increases. The City would change vendors from Security Health Plan to Aspirus with a maximum guaranteed renewal of 9.5% for 2026 and remain with its current vendors for dental, vision, and ancillary insurances.</p> <p><u>Overview of Proposed Design Changes:</u></p> <ol style="list-style-type: none">1. Minimum increase to health insurance premiums. While staff and USI Insurance Services worked diligently, the attached documents reflect an approximately 2.6% increase in insurance premiums overall. This increase will cover projected cost increases.<ol style="list-style-type: none">A. Single plan will be offered for employees (Aspirus Network).B. Employees who have Premier will see a slight decrease while employees on Simply One plan will see an increase. This accounts for the overall increase cost.B. Plan design change of prescriptions payments up to 25% (until out of pocket is met) to max of \$250.2. No change to dental, LTD, Accident insurance.3. New vendor for vision insurance that will include requested vendors for a minimal increase of 6% for employees.4. Adjust the HSA contribution limits to align with IRS regulations. The IRS adjusted HRA limits for 2025 to \$4,300 for single and \$8,550 for family.5. Adjust the FSA contribution limits to align with IRS regulations. The IRS adjusted FSA limits for 2025 are \$3,300. The City will keep plan design with carry-over funds. <p>Included, please find a projection of the 2025 Health Coverage Plan, as well as the equivalent information for the current 2024 Health Coverage Plan.</p>
Fiscal Impact

Human Resource Committee Packet

October 21, 2024

2.6% (141,929.92) increase in premiums (Health Insurance).
Staff Recommendation
Approve benefit design as presented.
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