

**AGREEMENT
BETWEEN THE
CITY OF WAUSAU**



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

JULY 1, 2024, TO JUNE 30, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
30	Duration of Agreement.....	26
3	Employees Covered by Agreement	2
32	Entire Memorandum of Agreement.....	26
16	Funeral Leave	18
7	Grievance Procedure.....	6
9	Holidays.....	9
23	In-service Training.....	23
13	Insurance.....	15
18	Job Rates	19
21	Jury Duty	22
8	Leave of Absence	8
15	Longevity Pay	17
28	Maintenance of Equipment.....	25
5	Management Rights	2
25	Negotiating Sessions.....	24
36	Non-Discrimination.....	28
29	No-Strike Agreement.....	25
33	Past Practices	28
12	Perfect Attendance Leave	15
1	Policies of Employer and Union.....	1
4	Probation.....	2
2	Recognition.....	1
34	Reimbursed Expenses	28
14	Retirement.....	17
31	Savings Clause.....	26

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
6	Seniority Rights	3
26	Scheduling of Runs	24
17	Shift Differential	19
11	Sick Leave	13
24	Transfer of Benefits	24
20	Uniforms	20
27	Union Activity	24
22	Union Dues Check-off/Fair Share	22
10	Vacations	11
35	Voluntary Separation	28
19	Working Hours and Overtime	19
	Appendix "A"	30
	Letter of Agreement #1	32
	Letter of Agreement #2	33

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.

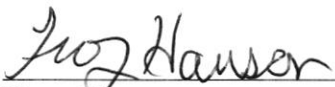
Both parties agree that unlawful harassment will not be tolerated.

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.

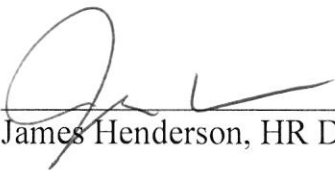
Dated at Wausau, Wisconsin, this 24 day of October, 2024



Doug Diny
Mayor




Troy Hanson
President



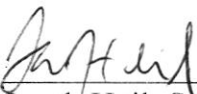
James Henderson, HR Director



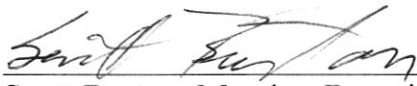
Adrian Rinehart-Balfe, Vice President



Arran Hersey, Transit Director



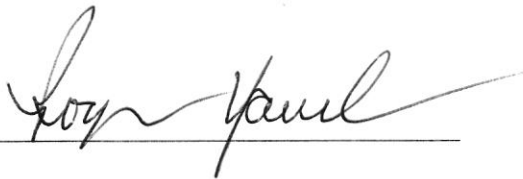
Jacob Heil, Secretary-Treasurer

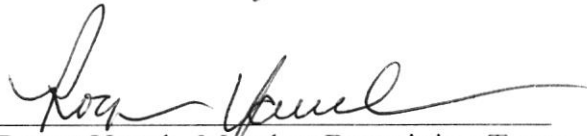


Scott Burton, Member Bargaining Team



Chakkravann Saukam, Member Bargaining Team





Roger Yauch, 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.

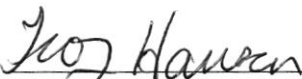
LETTER OF AGREEMENT #1

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.

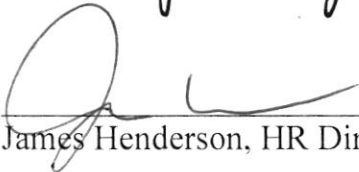
Dated at Wausau, Wisconsin, this 24 day of October, 2024



Doug Diny, Mayor



Troy Hanson, President



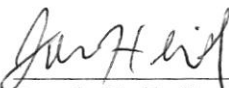
James Henderson, HR Director



Adrian Rinehart-Balfe, Vice President



Arran Hersey, Transit Director



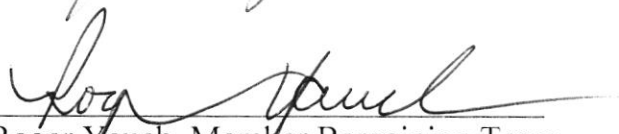
Jacob Heil, Secretary-Treasurer



Scott Burton, Member Bargaining Team



Chakkravann Saukam, Member Bargaining Team

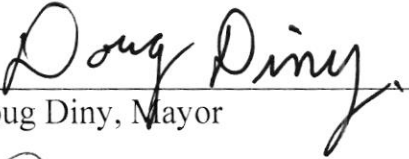


Roger Vauch, Member Bargaining Team

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.

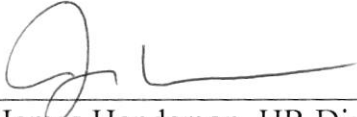
Dated at Wausau, Wisconsin, this 24 day of October, 2024



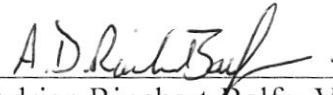
Doug Diny, Mayor



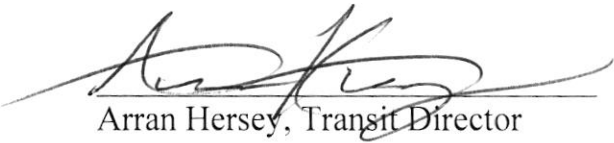
Troy Hanson, President



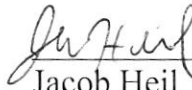
James Henderson, HR Director



Adrian Rinehart-Balfe, Vice President



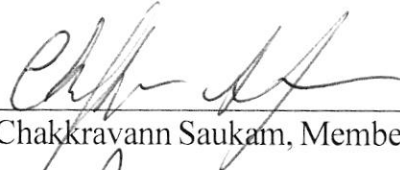
Arran Hersey, Transit Director



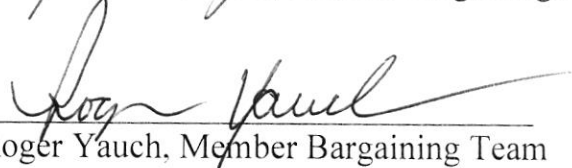
Jacob Heil, Secretary-Treasurer



Scott Burton, Member Bargaining Team



Chakkravann Saukam, Member Bargaining Team



Roger Yauch, Member Bargaining Team