

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF MADISON**  
Department of Transportation  
Transit Division



**AND**

**TEAMSTERS UNION LOCAL NO. 695**  
affiliated with the  
International Brotherhood of Teamsters



**March 10, 2011 — March 9, 2014**

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## MASTHEAD

**THIS AGREEMENT** is made and entered into this 10th day of March, 2011 to become effective as provided hereinafter by and between the **CITY OF MADISON**, Wisconsin, hereinafter referred to as the "**EMPLOYER OR CITY**", and **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL 695** affiliated with International Brotherhood of Teamsters, representing the employees expressly designated in Article 1, Section 1.1, of this Agreement, hereinafter referred to as the "**UNION**".

## PREAMBLE

It is hereby understood and agreed by and between the **CITY** and **UNION**, hereinafter referred to as the "Parties", representing the employees in the collective bargaining unit hereinafter set forth, that the following Agreement shall govern the relations between the Employer and its successors and the Union.

**WHEREAS** both parties to this Agreement desire to prevent any and all forms of interference with the work performed by employees covered hereby, to maintain a scale of wages, working hours and conditions among the employees in said bargaining unit represented by the Union, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time as to the meaning or application of the terms of this Agreement between the employees and the Employer in occupations described herein, and whereas, it is intended by the parties hereto that the Employer/employee relationship which exists now and has heretofore existed by and between the City non-members and members of the Union who are employed by the City, shall continue in the event this Agreement is terminated or by virtue of its terms becomes terminated, the following conditions are set forth. The Union recognizes a responsibility to cooperate with the City to insure maximum service at minimum cost to the public consonant, provided the exercise of that responsibility does not conflict with the responsibility and obligations the Union has to the employees it represents.

The Parties agree that open and regular communication between the Union and the City is essential to maintaining and improving mutual trust. The Parties further agree to communicate regularly on any issues of concern to either Party, through Joint Committees or through any other means which may be agreed upon.

The Union and the City believe and agree that such mutual good faith efforts will create a sense of belonging to a high performance transit system capable of achieving our common goals, thereby providing security for the Union's members and success for the City's operations.

This provision shall not be construed as a limitation of the Employer's rights under Section 111.70, Wisconsin Statutes.

## NEW HIRES

New hires are probationary employees. New hires who fail to meet the minimum qualifications and the ability to receive a passing score on a job-related performance test and training, as required by the Employer of the position for which they were employed (hired), will be subject to immediate summary discharge by the City of Madison without recourse to or reliance upon any other provision of this Contract for purpose of maintaining employment inclusive of the grievance procedure.

## GLOSSARY AND MINIMUM QUALIFICATIONS

**Accident.** An accident shall be defined as an unexpected event, whereby physical contact is made between a Company vehicle and another object. This includes, but is not limited to, any motor vehicle, bicycle, pedestrian or stationery object.

**Bus Cleaners** are employees hired to clean and move Employer vehicles as instructed. If required to be in the shop on Saturday and Sunday, they will be required to answer the phone for trouble calls if the mechanic is on the road.

**Bus Cleaners Minimum Qualifications.** Three (3) months of experience performing manual labor or similar work. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.

**Chargeable.** A chargeable accident is any occurrence involving a Company-owned or operated vehicle which results in property damage and/or personal injury regardless of who was injured, what property was damaged, to what extent or where it occurred. Unless there are extenuating circumstances, the following driver failure should constitute adequate grounds for ruling an accident chargeable: (a) failure to adjust speed to conditions of light, weather, road or traffic, (b) failure to adjust to clearance at the tip, sides, front or rear of the vehicle, (c) failure to observe conditions at rear of vehicle while backing, (d) failure to yield right of way when necessary to avoid an accident, (e) failure to control speed so as to be unable to stop with an assured cleared distance ahead, (f) failure to observe traffic laws and ordinances, (g) failure to observe Company operating rules or special instructions, (h) failure to observe safe practices taught in Company training programs or supervisory bulletins.

**Class "A" Maintenance Employees** are maintenance employees who are capable of and can satisfactorily make, in a reasonable length of time, without the aid of supervision, any and all repairs either major or minor to, or service such vehicles or equipment or units thereof, as may be assigned by the Employer for repairs or service, and who can satisfactorily direct the activities of other employees of the maintenance department.

**Class "A" Maintenance Employees Minimum Qualifications.** Two (2) years of mechanical experience in the repair and maintenance of transit vehicles and equipment at the level of a Class "B" mechanic with Madison Metro, or with less than two (2) years experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Class "B" Maintenance Employees** are maintenance employees who are capable of and can satisfactorily make, in a reasonable length of time and with a minimum amount of supervision when necessary, any and all repairs, either major or minor to, or service such vehicles or equipment or units thereof as may be assigned by the Employer for repair or service. Tire employees are Class "B" Maintenance Employees who are capable of and can make, in a satisfactory manner, any and all repairs to tires including mounting and dismounting and painting wheels, and in addition, can do Class "B" Maintenance work if there is no tire work. Tire employees shall be paid Class "B" Mechanic wages.

**Class "B" Maintenance Employees Minimum Qualifications.** Two (2) years of mechanical experience in the repair and maintenance of transit vehicles and equipment at the level of a Class "C" mechanic with Madison Metro, or with less than two (2) years experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Class "C" Maintenance Employees** are maintenance employees who are trainees for the classification of Class "B" Maintenance Employee and are capable of and can satisfactorily assist, with proper supervision, any type of work encountered in repairing or servicing such vehicles or equipment or units thereof as may be assigned by the Employer for repair or service.

**Class "C" Maintenance Employees Minimum Qualifications.** Six (6) months of experience at the level of a Service Worker with Madison Metro, or with less than six (6) months experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid

Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Disciplinary Action or Discipline** is defined as any action taken to correct or alleviate a situation. Such action may be in the form of verbal or written warnings, days off or discharge, or any other action specified in this Contract. For the purposes of this Section, the term "days off" shall be defined as suspensions without pay. (See also Working Suspension).

**Employees Qualified for** is herein defined by the parties as employees who meet the minimum qualifications established for the job classification into which they may elect to move as the result of being displaced through a reduction in the work force pursuant to Article 34, Layoff and Recall.

**Extra Work** is defined as regularly assigned runs when temporarily performed by operators other than those who originally picked the runs at a regular pick, and all other pieces not defined as a run.

**First Day of Regular Employment** is defined as the first day an employee performs service for pay.

**Garage Dispatchers** are maintenance employees who are responsible for parking, hostelling, assigning and dispatching buses in the garage.

**Garage Dispatchers Minimum Qualifications.** Six (6) months of experience performing general record keeping or scheduling work, or six (6) months of experience in a maintenance organization through which knowledge of dispatching operations would be gained, or with less than six (6) months experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Janitor** is a person who has the care and cleaning of the buildings, grounds and bus shelters, etc.

**Janitor Minimum Qualifications.** Six (6) months of experience performing general custodial work, or with less than six (6) months experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license.

**Late Out** is when an operator does not show at 1101 East Washington Avenue or the annex as the case may be, for assigned work by his/her report time.

**Lead Worker** must be able to satisfactorily direct and teach other maintenance workers, in a reasonable length of time, all repairs, adjustments and maintenance of all Employer vehicles and other equipment. The job duties of the lead worker include, but are not limited to the following: diagnose and assign work during emergencies in the absence of a foreman or superintendent, answer driver radio complaints, fill out trouble call sheets, assign bus replacements, direct repairs when necessary, and other duties pertaining to the maintenance department as required.

**Lead Worker Minimum Qualifications.** One (1) year of mechanical experience in the repair and maintenance of transit vehicles and equipment at the level of a Class "A" mechanic with Madison Metro. Other combinations of training and experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from

this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Major Accident.** An accident with a pedestrian or bicyclist or one resulting in a fatality.

**Minor Accident.** All other chargeable accidents.

**Non-Chargeable.** An accident or incident where the Company vehicle is clearly not at fault nor responsible in any manner for the accident or incident. Therefore, it must be shown that no responsible action on the part of the Company's operator would have prevented such an accident or incident.

**Paint and Body Employees** must be capable of and can satisfactorily repair and paint, in a reasonable length of time, any and all bus body damage. They may also perform maintenance work that their classification will permit when needed and called upon.

**Paint and Body Employees Minimum Qualifications.** Two (2) years of mechanical experience in the repair and maintenance of transit vehicles and equipment at the level of a Class "C" mechanic with Madison Metro, or with less than two (2) years experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Platform Time** is defined as the time an operator is required to be behind the wheel, including recovery time, in the performance of his/her duties.

**Preventable.** An accident or incident in which the Company's operator is partially negligent, partially responsible or partially at fault for the accident. The Company's operator would have contributed to the accident by not doing everything reasonably possible to prevent the accident. Therefore, the driver and the adverse party share the responsibility for the accident or incident.

**Report Time** is defined as the stated time an operator is required to physically be at a given point to assume his/her assigned duties.

**Report Time Pay** is defined as pay for a given period of time immediately prior to the start of platform hours.

**Run** is defined as any straight through work or combination of work grouped together which pays a minimum of forty (40) hours per week including report and travel time and which is posted and selected at a general pick. All other pieces of work shall be classed as extra work.

**Service Employees** are maintenance employees who are capable of and can satisfactorily perform any type of service labor such as, but not limited to, hostelling, gassing, fueling, oiling and cleaning of such vehicles or equipment or units or component parts thereof as may be assigned by the Employer for services, and the maintenance of buildings and grounds.

**Service Employees Minimum Qualifications.** Six (6) months of experience servicing motor vehicles or other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license. Must possess Class B Commercial Driver's License, without an Air Brake restriction; "P" endorsement is not a requirement. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.

**Transit Operator/Mass Transit Operator.** For purpose of present day contract construction, a transit operator, or mass transit operator, are employees who transport passengers.

- **Regular Operators** are Transit Operators who chose a regular run in the general pick.
- **Extra Board Operators** are Transit Operators whose work assignments come from work on the Extra Board.
- **Metro+Plus Operators** are Transit Operators who work in the Paratransit Unit.

**Transit Operators Minimum Qualifications.** Six (6) months of experience in a position working with the public. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledges, skills and abilities necessary to perform the duties of this position will also be considered. Must be 18 years of age. Must possess a Class B Commercial Driver's License with a Passenger ("P") endorsement, without Air Brake restriction. (Current active employees within the above defined classification would be grandfathered from this requirement if that employee is not presently in possession of the CDL requirement at the time of the execution of this Agreement.)

**Utility Employees** are shop employees who are responsible for repair and upkeep of buildings and grounds.

**Utility Employees Minimum Requirements.** Six (6) months of experience with Madison Metro performing a broad range of building and grounds maintenance work, or with less than six (6) months experience, then other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered. Possession of a valid Wisconsin driver's license, and the ability to receive a passing score on a job-related performance test.

**Wisconsin Gun Deer Season** is defined as the period of time between the Saturday preceding Thanksgiving and the Sunday following Thanksgiving.

**Working Suspensions** means a suspension which identifies a level of progressive discipline. A working suspension shall not result in loss of pay for hours worked.

## **ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION AND WORK PRESERVATION**

- 1.1 Recognition.** The Employer agrees that it recognizes the Union as the sole bargaining agent for all mass transit operators, office employees and garage employees, including mechanics, washers, janitors, and helpers, and excluding guards, supervisors, confidential, professional and managerial employees as defined by Section 111.70, Wisconsin Statutes.
- 1.2 Extra Contract Agreements.** The Employer agrees not to enter into any agreement or contract with its employees in the said collective bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- 1.3 Non-Discrimination.** The Employer and the Union agree that their respective policies and actions will not violate the rights of, or discriminate against any employee(s) covered by this Agreement because of sex, creed, race, age, disability, national origin, marital status and sexual orientation, union or non-union affiliation, and the application and interpretation of the provisions of this Agreement shall be made subject thereto. However, the parties agree that except for union affiliation or non-union affiliation any alleged discrimination shall not be subject to the grievance and arbitration procedures contained herein, but shall be processed under appropriate municipal, state or federal procedures.

Wherever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.

- 1.4 Employees with Disabilities.** The parties will exert reasonable effort to comply with the requirements of the Americans with Disabilities Act and other statutes related to employees with disabilities whether or not such employees are members of the bargaining unit. The City and the Union agree that any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with statutory dispute resolution procedures and will not be subject to the grievance and arbitration procedures of the Agreement.

**1.5 Methods or Modes of Operation.** The Union recognizes the right of the City to implement new methods or modes of operation and that funding may be diverted to fund these new methods or modes of transportation. Therefore, in consideration of the Union's recognition, the City agrees any change in the method or modes of operation with respect to public transportation, and its operations shall be protected and concerted activity under this Contract and 49 USC, Section 5333(b), as amended, and/or superseded. Furthermore, such work shall be preserved for the benefit of bargaining unit personnel who shall be properly trained to operate any equipment and/or service resulting from the new methods or modes of operation. The parties further agree to negotiate upon demand with respect to the change in the methods or modes of operation as it relates to the transportation of the general public to cause this contract to conform to the change in the methods or modes of operation. This Section shall also apply in the event that there is a change in the designated recipient status of the City of Madison for Federal and/or State transit funding.

**1.6 Supervisors.**

**Office.** The Employer agrees that supervisors, managerial, professional and confidential employees shall not perform bargaining unit work except for instructional/training purposes, emergencies, or when needed to complete a specific task in a timely fashion. The deprivation of overtime shall not be construed as a detriment to a bargaining unit employee.

**Shop.** The Employer will not allow supervisors to do bargaining unit work except in an emergency.

**Mass Transit Operators.** Supervisors will not perform bargaining unit work in revenue service except to avoid missed trips.

**1.7 Management Rights.** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

**ARTICLE 2 - NEGOTIATIONS AND COMMITTEES**

**2.1 Negotiators.** Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

**2.2 Union Negotiating Committee.** The Union shall advise the Employer of the names of its negotiators, and shall be permitted a total of eight (8) employees to participate in negotiations without loss of his/her regular pay exclusive of overtime or premium pay if such negotiations should occur during the employee's regular work hours.

**2.3** The parties to this Agreement shall meet at such times reasonable for the purpose of discussing matter of concern and for the purpose of proposing resolutions to such issues or concerns. Either party shall have the right to create or direct such matters of concern to a committee for appropriate study as is otherwise directed by the parties to this Contract; provided, however, the committee so created shall have no authority to act on behalf of or to bind either party.

The committee and its participants, as assigned to it by the parties, shall act within the guideline as outlined and agreed to by the Union and the Employer and shall report its findings, facts and conclusions to the Union and the Employer.

**2.4 Standing Committees.**

**Work Rules Committee.** There shall be established a Work Rules Committee consisting of two (2) members appointed by the Union and two (2) members appointed by the Employer. The purpose of the



Committee shall be to review and make such recommendations to the Parties signatory to this Agreement as is necessary and reasonable to the existing set of "Work Rules" governing the Extra Board. The Committee shall act within the parameters as established by the Parties to this Agreement and Section 2.3 of Article 2.

**Shop Performance and Training Committee.** The Employer and the Union shall appoint a Committee to review and make such recommendations to the Parties signatory to this Agreement as is necessary and reasonable toward the establishment of job-related performance tests and related training modules for the positions of Lead worker (Transit Mechanics), Class "A" Mechanic, Paint & Body and Class "B" Mechanic. The Committee's recommendations shall be submitted to the parties' principal representatives who will establish the job-related performance tests and related training modules for this Agreement. The Committee shall act within the parameters as established by the parties to this Agreement and Section 2.3 of Article 2.

### ARTICLE 3 - UNION SECURITY

- 3.1 Dues Check Off.** The Employer agrees to deduct, biweekly or monthly, as certified by the Union, membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Officers of the Union and the aggregate deduction shall be submitted to the Treasurer of the Union no later than seven (7) days following the pay day in which such deduction is made. The Employer agrees to add to the certified list the names of all new employees, and delete from the certified list the names of employees no longer employed. The Employer shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
- 3.2 Fair Share.** The Employer agrees to deduct, biweekly or monthly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the regular dues and/or initiation fees uniformly required of all Union members of the bargaining unit as certified by the Officers of the Union. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the Employer shall carry forward the certified amount due the Union to the next pay period in which the employee has sufficient earnings to satisfy the certified deduction. The provision of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission. The Employer shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
- 3.3 D.R.I.V.E.** The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all pay periods in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington, DC 20002

Send on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

### ARTICLE 4 - NO STRIKE - NO LOCKOUT

- 4.1 No Strike.** The Union recognizes the validity of Section 111.70 of the Wisconsin Statutes and agrees not to support any action in violation of said Statutes. The Union agrees that for the duration of this

Agreement, Union Officers, Representatives or members will not authorize, assist or support any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer.

- 4.2** In the event of any strike, work stoppage, slowdown or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall take all reasonable means to induce such employees to return to their jobs during any period of stoppage and the Employer shall have the sole and complete right to immediately discharge any member of the bargaining unit inciting or participating in any strike, slowdown, walkout or other cessation of work and such members of the bargaining unit so discharged shall not be entitled to or have any recourse to any other provision of this Agreement. This provision shall not prevent or limit either party from making or advocating such agreement as to the termination of any such action as it may feel will best serve to re-establish the public service of the Employer. It is further agreed that in all cases of a strike, slowdown, walkout or any cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such acts of its members, unless the action of the employees is condoned, ratified or approved by full-time employees of the Union.
- 4.3 No Lockout.** The Employer shall not lock out employees.

### **ARTICLE 5 - STEWARDS AND INSPECTION PRIVILEGES**

- 5.1** The Employer recognizes the right of the Union to designate job stewards and/or alternates or committee persons to handle such Union business as may from time to time be delegated to them by the Union. Job stewards, committee persons and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of law. The Employer recognizes this limitation upon the authority of job stewards, committee persons and alternates. The job stewards, committee persons or alternates shall be employees of the Employer and subject to all the terms of this Agreement the same as any other employee.

Stewards, committee persons and their alternates are not officers or agent of the Local Union. They shall be selected and removed in such manner as the Local Union Executive Board may direct, and shall have such duties as the Local Union Executive Board or the principal executive officer may assign to them from time to time.

The authority of job stewards, committee persons and their alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- A.** The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- B.** The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - 1.** Have been reduced to writing; or
  - 2.** If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Stewards, committee persons and their alternates shall not have any authority to handle funds, or any other property of this organization, collect any money, including initiation fees, dues, reinstatement fees, fines or any other of the funds of the Local Union, except as authorized by the principal executive officer.

- 5.2** An accredited representative of the Union shall be accorded the privilege of being on the property of the Employer during working hours. It is agreed that the visit of such representative shall not in any way interfere with the work of the employees and to this end such representatives shall not enter buses in service (except as a public passenger). The Employer shall not be responsible or liable for any injuries sustained by said representative while on the premises of the Employer. Accredited representatives shall upon arrival notify the Employer of his/her presence on the property to exercise privileges accorded by this Agreement.

- 5.3 The Employer agrees to the posting on the Union bulletin boards within its business premises of notices or Union meetings, etc., by the elected or appointed officials of the Union.
- 5.4 All stewards and committee persons shall be allowed a reasonable time off without loss of pay for the conduct of the work of adjusting grievances in the field or with management.

#### **ARTICLE 6 - SUCCESSOR AGREEMENT**

- 6.1 The Employer assures the Union that any negotiations which may have occurred in the course of the negotiations related to the subject of successorship shall not in any way affect the rights of the Union under the Contract between them or under its status as a collective bargaining representative to succeed to such rights with respect to any persons, corporation or institution that succeeds to the business of a common carrier of passengers in Madison, Wisconsin, and adjacent areas, and/or to its business as an operator of a maintenance shop and that in any Contract it makes to sell, transfer, lease or assign its business as a common carrier of passengers in Madison and adjacent areas and/or its business as an operator of a maintenance shop, it will make such sale, transfer, lease or assignment subject to the rights of the Union as collective bargaining agent for its employees who are taken over as part of such going business by the purchaser, transferee or lessee.
- 6.2 The term "successor" as used above includes a purchaser, transferee or lessee of the business as a going concern, whether the successor conducts the total operation as is done at present by the Employer or the operation is broken down into two (2) or more operations, each conducted by a different Employer. The term does not include purchasers of the equipment piecemeal, leaving it fragmented.

#### **ARTICLE 7 - SEPARABILITY AND SAVINGS**

- 7.1 If any Article or Section of this Contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.
- 7.2 In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties effected thereby shall within fifteen (15) working days enter into collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

#### **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

- 8.1 Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement.

Disputes involving demands for changes in the terms of a Collective Bargaining Agreement and disputes arising out of representation issues are not grievances.

- 8.2 In the event an employee or the Union has a grievance against the Employer, there shall be no suspension or interruption of work on account of such grievance and said grievance difference or dispute shall be handled in the following manner:

##### **Step One**

An employee who has a grievance shall, within ten (10) days of knowledge of the occurrence, report such grievance to his/her supervisor, individually or, at his/her election, with his/her steward or committee person and endeavor to settle such grievance with the supervisor.

## **Step Two**

Any grievance which has not been properly adjudicated shall be reduced to writing within seven (7) days of completion of the above step.

The complaint shall then be scheduled for hearing before the Joint Employer and Union Grievance Committee at the next scheduled meeting or at such other times as may be deemed necessary by Employer and Union representatives. Failure of either party to meet as provided herein shall permit the other party to immediately proceed to arbitration.

The Joint Committee shall, upon receipt of written notification that a dispute exists, affix an identification number and place the dispute upon its docket. The Joint Committee shall convene quarterly meetings or at such time to the mutual convenience of the Committee. The Joint Committee shall have the authority to formulate rules of procedure to govern the conduct of its proceedings. In addition, the Joint Committee shall have authority to refer deadlocked disputes back for further negotiations if it deems sufficient progress has not taken place or to arbitration, as appropriate, for a neutral third party as provided for below for conflict resolution. Any decision reached by a majority of the members of the Committee shall be final and binding on the parties; provided, however, the Joint Committee shall have no authority to change, modify, or add to or detract from any of the terms of this Agreement.

## **Step Three**

If such grievance is not satisfactorily settled as provided for above, then upon written request within ten (10) days by the Union or the Employer, such grievance shall be submitted to arbitration as hereinafter provided. Any grievance appealed to arbitration as hereinabove provided shall be submitted to an arbitrator selected on application to the Wisconsin Employment Relations Commission from a panel of at least five (5) arbitrators from which each party shall strike two, the first strike to be by the party requesting arbitration and alternately thereafter until one arbitrator remains. If the one selected is not a member of the Commission or its staff, the parties shall equally share the expense of the arbitrator so appointed.

Nothing contained herein shall prevent the parties from mutually agreeing to an arbitrator provided such agreement is made and entered into prior to either party making application to the WERC for a panel of arbitrators under this Section.

- 8.3** The arbitrator shall have no power to change, modify or add to or detract from any of the terms of this Agreement. The award of the arbitrator within the term of authority conferred upon him/her by this Agreement shall be final and binding upon both parties. Any question of excess of authority, fraud or arbitrary action shall be subject to the usual legal remedies.
- 8.4** The arbitrator's decision may or may not be retroactive as the equities of the case may demand, but in no event shall any award with respect to back pay, in discharge or suspension cases, be retroactive more than ten (10) days before the date on which the grievance was first presented in writing in Step One above. In the case of a discharge or disciplinary layoff grievance, the arbitrator shall have the power to uphold the action taken by the Employer or to return the grievant to his/her employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts.
- 8.5** Time limits referred to above shall exclude Saturdays, Sundays and holidays, and time limits may be extended by mutual agreement in writing.
- 8.6** In the event there is a Union or an Employer's grievance as such, the grievance shall be initiated commencing with Step Two above.

## **ARTICLE 9 - SUBCONTRACTING**

- 9.1** The Employer may not subcontract bargaining unit work except under the following conditions:

- A. The Employer is not equipped to perform the work.
  - B. The Employer can demonstrate that subcontracting of a specific project is required as a condition for receipt of Federal Transit Administration (FTA) funding for said project.
  - C. The Employer can demonstrate that in-house performance of a specific project involves a volume and character of work sufficient to cause unreasonable delays in the completion of normal and routine duties.
  - D. The Employer can certify to the Union that such work is caused by the application of manufacturer's warranty or the work involves the posting of commercial advertising.
- 9.2
- A. The Employer's decision to subcontract bargaining unit work shall require ten (10) working days notice to the Union unless the Employer can demonstrate that an emergency exists and such notice cannot reasonably be given, in which case the Employer will confer with the Union prior to subcontracting.
  - B. The subcontracting of bargaining unit work not covered by Section 9.1 above shall require the consent of the Union; however, the Employer's decision to subcontract work under any circumstance shall not preclude the Union's right to recourse through grievance and arbitration in the absence of mutual agreement over a subcontracting issue.
- 9.3
- In no event shall the subcontracting of bargaining unit work under this Article result in the layoff, displacement or dismissal of any employee, and further, there shall be no reduction in the hours of work or a reduction in the routine overtime work assignments which occur for reasons not directly related to the project.
- 9.4
- The Employer agrees to train unit personnel to maintain and operate new equipment as acquired by the Employer, (e.g., air conditioned coaches, turbine engines, bus operation, etc.). Such training will be paid for by the Employer. Employees will receive their regular rate of pay while participating in the aforementioned training program.
- 9.5
- Demand responsive paratransit door-to-door service may be performed by contracted service providers. Demand responsive door-to-door paratransit rides which are transported by subcontractors, but are assigned to the Metro+Plus small bus unit for a given trip, will not be considered protected work under this contract provision. However, work presently and regularly performed by, or hereafter assigned to the Metro+Plus small bus unit will not be subcontracted.
- 9.6
- It shall not be considered subcontracting when the Employer purchases new and/or rebuilt parts and components with or without a core exchange. In the event the City determines it to be in its best interest to purchase such parts and components, it shall be done in such a manner and upon such terms and conditions to protect the bargaining unit and to protect the employees from a layoff and from a worsening of position in wages, seniority, sick leave, health and welfare or other employment benefits as a direct result of such purchases. The City will not reduce the number of mechanics as a direct result of such purchases.

## **ARTICLE 10 - MAINTENANCE OF STANDARDS**

- 10.1
- The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect at the time of signing this Agreement will be maintained at the standard in existence at the time unless a different provision is made therefore in this Agreement.
- 10.2
- This Article shall not be construed to apply to permissive subjects of bargaining. Disputes concerning whether or not a subject is a permissive subject of bargaining shall be decided by the Wisconsin Employment Relations Commission.

- 10.3** Only employees of the City of Madison Transit Division represented by the Union shall be used as mass transit operators unless all mass transit operators who are qualified and available are working. The Employer agrees not to use part-time operators except as provided elsewhere in the Agreement.

#### **ARTICLE 11 - LOSS OR DAMAGE**

- 11.1** Shop employees will be responsible for hand tools issued to them with respect to the loss thereof, but not with respect to breakage. Mass transit operators will be responsible for loss of any Employer-issued articles such as punches, name tags, or items of a similar nature, and will be charged for replacement of any such items. Employees will not be charged for other loss or damage to equipment or premises, but chargeable accidents may be the basis for discipline under rules provided elsewhere in this Agreement.

#### **ARTICLE 12 - EXAMINATION AND IDENTIFICATION FEES**

- 12.1** All employees shall submit to a physical examination as often as deemed necessary by the Employer. The expense of all physical examinations shall be borne by the Employer, and the initial examining physician shall be a physician designated by the Employer. Physical examination shall mean any physical, medical or mental examination.
- 12.2** As a condition of continued employment with the Employer, any physical examination above provided for must reveal the physical or mental fitness of the employee involved to perform the duties for which he/she was employed.
- 12.3** Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which he/she was employed, he/she may, at his/her option, have a review of his/her case in the following manner:
- A.** He/she may employ a licensed physician of his/her own choosing for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician employed by the Employer. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Employer, and in the event such findings verify the findings of the physician employed by the Employer, no further medical review of the case shall be afforded.
  - B.** In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Employer, the Employer, at the written request of the employee involved, will jointly ask the two (2) physicians to agree upon and appoint a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved, and the findings of the majority of the three (3) examining physicians shall determine the disposition of the case, and be final and binding upon the parties hereto.
- 12.4** Should any physical examination above provided for reveal the physical or mental unfitness caused by disease, defects or disabilities of a temporary or curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then in such an event, depending upon the particular circumstances of each case:
- A.** The employee involved may continue working while undergoing medical treatment, if the examining physician, or a majority of the three (3) examining physicians hereinabove provided, shall certify to his/her ability safely to do so; or,
  - B.** The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician, or the majority of the three (3) examining physicians as hereinabove provided, shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed; provided, however, such leave of absence shall not extend for a period of more than three (3) years, and the seniority of the employee involved

shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the Article relating to leave of absence, and any employee on leave of absence because of physical or mental unfitness and unable to perform his/her duties, may be required to supply the Employer with a physician's report covering his/her condition at such interval, or intervals, which the Employer may require. The limitation of leave provided in this Section may be extended only by mutual agreement between the Employer and the Union.

**12.5** Physicians employed by the other party as required in this Article shall be members of the American Medical Association or American College of Surgeons, except as permitted by mutual agreement between the parties.

**12.6 Convalescence.** In case a convalescent mass transit employee is able to work limited periods of the day, every effort shall be made to allow said employee to work such hours as he/she can handle.

### **ARTICLE 13 - SAFETY EQUIPMENT, ACCIDENTS AND REPORTS**

**13.1** Employees will not be required to take out on the streets and highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. Employees will not be subject to discipline or warning notices for refusal to operate vehicles that are or become unsafe during operation. The Employer does not and shall not send out vehicles which have not been corrected after they have been turned in as defective with respect to safety devices, but the Employer recognizes that there can be cases in which the correction is not effectively made and the employees will not be subject to discipline or warning notice for refusing to operate a vehicle where such correction has not eliminated the previous unsafe condition. The judgment of the management and the shop employees as to the adjustment necessary to be within the range of safety shall be respected by drivers to the end that vehicles that can be operated with safety will not be turned in as unsafe for matters of discomfort, annoyance or inconvenience or on account of the normal differences in buses of various ages and with various equipment.

**13.2 A.** Any employee involved in any accident shall immediately, or as soon as possible, report said accident and any physical injury sustained. The employee shall complete the required accident report within twenty-four (24) hours of the accident or sooner, if so instructed by the Employer on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident at the same time. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer, up to and including suspension on the first occurrence.

**B.** Disciplinary action will not be taken against an employee involved in an accident if a traffic ticket is issued to the employee until the ticket is resolved in court.

**13.3 A.** Accidents shall initially be reviewed by the Employer and graded as chargeable, preventable, or non-chargeable. The employee involved in the accident and/or incident shall be notified of this ruling. As part of the notification, the employee shall be provided with the ability to appeal the determination to the Accident Review Committee.

The Accident Review Committee will consist of two (2) bargaining unit employees (voluntary for 3-month intervals by seniority), two (2) management personnel, and a neutral individual with experience in motor vehicle safety. The employee may attend the hearing if he/she is off duty. Decisions of this Committee may be appealed back to the Committee in writing. The letter of appeal must state the specific reasons for the appeal and must be made within five (5) days of the notification of the Committee's status determination of the accident.

The Accident Review Committee is encouraged to consider any extenuating circumstances.

**B.** If the initial decision of the Accident Review Committee is appealed by either the employee or the Employer there shall be only one appeal hearing. At the appeal hearing both parties shall be afforded the opportunity to present their respective positions. The decision of the Accident Review Committee following the appeal hearing shall be final and no further appeals by either party shall be permitted.

The Employer will allow the employee making the appeal to lay off without pay in order to attend the appeal hearing.

- C. Discipline for all employees involved in accidents determined chargeable by the Accident Review Committee in a twelve (12) month period shall be as follows:

	<b>MAJOR</b>	<b>MINOR OR COMBINATION</b>
1 <sup>st</sup> Accident	Written Warning	Written Warning
2 <sup>nd</sup> Accident	3-Day Suspension	Written Warning
3 <sup>rd</sup> Accident	Discharge	1-Day Suspension Without Pay
4 <sup>th</sup> Accident		4-Day Suspension Without Pay
5 <sup>th</sup> Accident		Discharge

The Employer has option to retrain employee at regular straight time rate in addition to discipline actions above.

The above disciplinary schedule may be modified by mutual agreement between the Parties dependent upon the nature and severity of the chargeable accident.

- 13.4** The Employer agrees to furnish at no cost safety goggles to fit over glasses for all employees requiring such equipment.
- 13.5** All mass transit operators will be paid the greater of twenty (20) minutes or actual time spent as authorized by a representative of the Employer at the applicable rate of pay for each report required by the Employer for reporting accidents or incidents. Accident/incident report pay will not be paid if the mass transit operator fails to prepare report(s) as instructed by the Employer pursuant to Section 13.2 of this Article.
- 13.6 Physical Assault.** An employee physically assaulted, including incidents when a weapon is used while in the employ of the City will be, upon request, relieved of their duty for that day to seek medical care/treatment. The employee will not suffer a loss of wages as a result thereof. Management retains the right to remove the employee if Management has a good faith belief the employee can not operate the vehicle in a safe manner. The employee's wage shall be guaranteed for the period management has removed the employee from the work schedule.

#### **ARTICLE 14 - CONFLICTING ORDINANCES AND RESOLUTIONS**

- 14.1** The terms and conditions of this Agreement shall supersede ordinances and Resolutions wherein there is a conflict with the terms of this Agreement. This Agreement shall be adopted by City Ordinance.

#### **ARTICLE 15 - RESIDENCY REQUIREMENT**

- 15.1** Employees covered by the terms of this Labor Agreement shall not be restricted in their right to choose their place of residency.

#### **ARTICLE 16 - WORKER COMPENSATION**

- 16.1 A.** The City will provide Worker's Compensation in accordance with State Statute. Employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement. All current provisions for less than full-time employees shall be continued.
- B.** Following the expiration of the injured employees leave benefits and while the employee is on a leave of absence without pay, the Employer agrees to continue to make its normal contribution toward health insurance premiums for a period not to exceed twelve (12) months thereafter.
- C.** Employees injured in accidents arising out of their employment with the City shall be furnished with a copy of any available accident report.



## ARTICLE 17 - GRATUITIES CLAUSE

- 17.1** The Employer agrees to provide all employees who retire with at least ten (10) years of service or at age sixty-two (62) or older with lifetime bus passes for the retiree and their spouse.
- 17.2 Reimbursement.** Employees shall be reimbursed for expenses incurred while performing their duties in accordance with City of Madison policies and procedures. Notice of change in the policy and procedure will be provided to the Union on a timely basis.
- 17.3** Free bus passes shall be issued to members of the employee's (full-time and part-time) immediate dependent family. Any abuse of pass privileges by any pass holder shall result in revocation of pass privileges for employee and holder. Immediate dependent family shall be defined as employee, spouse, employee's family partner, employee's children under eighteen (18) years of age and stepchildren under eighteen (18) years of age and living in the household of the employee. Dependent bus passes shall also be issued to all dependents while attending post-high school education until the age of twenty-five (25). These dependents must be living at home and proof of eligibility may be required.
- 17.4** All employees shall be compensated for all time lost due to procedural error. Lost time shall be considered as time worked.
- 17.5** The Employer will furnish all necessary tools to mechanics. The Employer will bring tool boxes up-to-date. The Employer may make a complete inventory of all tool boxes and the boxes are to be available for an inspection at any time the employee is on duty. Toolboxes will be maintained in their original condition, with no decals or equipment added.

## ARTICLE 18 - GENERAL CLAUSE

- 18.1** All employees will report their correct mailing address and phone number to their work unit and any change in address or phone number will be reported to their unit no later than five (5) days after such change on the form provided by their Employer. The City warrants shop employees are not obligated under the provisions of the Section to have a working phone.

All main line motor coach operators including part-time school extra board operators and all Metro+Plus (small bus) motor coach operators hired after May 1, 1974, shall be required to have a telephone in working order upon completion of their probationary period.

- 18.2** Information shall be posted advising employees as soon as possible of a missing time card. In the event the Employer determines that an employee's payroll record must be altered, the employee's payroll record will be signed by the person who altered the record, photocopied, with notice to the employee.
- 18.3** The Employer agrees to make available by payroll deduction existing pre-tax child care and medical expense flexible spending accounts.
- 18.4** An employee shall have the right to review his/her record at reasonable hours on his/her own time.

## ARTICLE 19 - MILITARY SERVICE

- 19.1** Employees covered by this Agreement will be granted leaves of absence for training and serving in United States Military Service in accordance with those State and Federal laws that are applicable.
- 19.2** In the event that the Madison Common Council adopts any provision more liberal than those provided in this Article, such provision shall prevail.
- 19.3 Military Leave.**
- A.** Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States, shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen

(15) work days in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.

- B.** Employees who are called to duty by reason of national or international civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed three (3) calendar weeks or fifteen (15) working days.
- C.** Employees granted a leave under Paragraphs A and B of this Section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.
- D.** Any employee who has exhausted his/her leave under 14.5 (A) or (B) in any calendar year and who needs additional leave during the federal fiscal year that “overlaps” the last one-quarter of the calendar year may use any or all of the military leave available for the subsequent calendar year for purposes of such additional leave; provided, however, that no such employee may use more than the leave available in the subsequent year.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.1** The Employer may grant leaves of absence not to exceed a period of thirty (30) days. Permission for extension must be secured from both the Union and the Employer. If an employee, while on leave of absence, obtains employment with another employer without having obtained permission to do so from the Employer and the Union, he/she shall be subject to discharge. All leaves or extensions shall be in writing with a copy to the Union.
- 20.2** Absence from duty because of Union business shall be granted without pay by the Employer provided sufficient notice is given to the Employer and provided that such absence does not interfere with usual Employer operations.
- 20.3** The Employer agrees to grant a leave of absence for pregnancy, childbirth and maternity of up to one (1) year from the time the leave is granted. Permission for extension must be secured from both the Union and the Employer. Upon return from such leave of absence, the employee shall be reinstated to the job classification which she held when the leave began without a decrease in rate of compensation or any other right or privilege of employment. In addition, a leave granted for the above-cited reasons shall allow the employee to accrue seniority during the period of absence. All leaves or extensions shall be in writing with a copy to the Union.
- 20.4** The Employer will make every effort to allow paternity leave for an attending spouse during childbirth and on the day of discharge. If the leave is for more than one (1) day, such leave may be taken in aggregate or split.
- 20.5** Eligible employees shall be granted leaves of absence pursuant to the Wisconsin Family Leave Act or the Federal Family and Medical Leave Act in accordance with the rules and procedures as relevant. The parties agree that any dispute that may arise relative to the administration of this Section shall be processed only in accordance with the exclusive remedy procedures set forth in the above mentioned Act(s).
- 20.6** The Employer will make every effort to allow a layoff to an employee for the emergency care of their ill or injured spouse or child (under age 18 years). In the event the Employer is unable to allow a layoff, the employee may request leave pursuant to Article 20, Section 20.5 of this Agreement. The Employer may require a doctor's certificate of the illness or injury for the spouse or child.
- 20.7 Disability Leave of Absence.** Disabled employees shall be entitled to a disability leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:
  - 1.** The employee shall apply for such leave in writing to the Transit General Manager or his/her designee. Permission for such leave must be secured from both the Union and the employer.

2. The employee shall submit a physician's report including a statement of illness or injury and whether or not the employee is able to work.
3. The employee shall submit to the Transit Division Manager or his/her designee, a physician's statement of release for work before returning to work. The employee shall retain the right to return to the position they held previously. Transit Operators will be returned to the extra board.

During this period, not to exceed six (6) months, the Employer shall continue to pay or share in the premium payment for health insurance on the same basis as existed prior to the commencement of the disability leave of absence.

**20.8 Disability Layoff.** In the event the employee is unable to return to work at the end of the six (6) month disability leave of absence (referenced above), the employee shall be placed in a disability lay-off status for a period not to exceed eighteen (18) months. No health insurance contribution shall be made during the eighteen (18) month disability layoff.

1. During this disability layoff period, should the employee's physician approve, in writing, the employee may return to work in a vacant position within the classification they held prior to the disability provided they have the ability to do the work.
2. If no vacancy exists or the employee is unable to do the work within the classification they held previously, the employee may, provided they have the ability to do the work, on the basis of general seniority displace the most junior employee in any job classification equal to or lower in range than his or her original position within the bargaining unit.
3. If, upon returning to work, it is discovered that the employee cannot perform the duties of the position, they shall be returned to their previous status to serve the balance of the eighteen (18) month disability layoff.

If the employee is unable to return to work at the end of the eighteen (18) month disability layoff, their employment status shall be terminated.

## **ARTICLE 21 - COMMERCIAL DRIVER LICENSE**

**21.1** The following provisions shall apply to those employees who are required to hold commercial driver's licenses.

- A. Physicals.** The Employer will bear the expense of physical examinations that are required by the State of Wisconsin for employees to hold commercial driver's licenses (CDLs). The Employer shall select the physician and shall receive a copy of the examination results. All employees holding CDLs will be covered by this provision.
- B. Licenses.** The Employer will bear the cost of the CDL for all employees required to hold the same. The rate for reimbursement shall be calculated by taking the cost of a CDL and subtracting the cost of a regular Wisconsin driver's license.

**21.2 Suspension or Revocation of License.** In the event an employee receives a traffic citation for a moving violation which would contribute to a suspension or revocation or suffers a suspension or revocation of the right to operate the Employer's equipment for any reason, the employee must promptly notify the Employer in writing. Failure to comply will subject the employee to disciplinary action up to and including discharge. If such suspension or revocation comes as a result of employee complying with the Employer's instructions, the Employer shall provide employment to such employee at not less than employee's regular earnings at the time of such suspension for the entire period thereof.

When an employee in any job classification requiring driving has the operating privilege or license suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, a leave of absence, not to exceed twenty-four (24) months shall be granted for such time as the

employee's operating privilege or license has been suspended or revoked. Provided, however, in the event the employee is no longer able to perform their duties as a result of a medical condition that the employee shall utilize the City of Madison accommodations placement procedure to determine what work may be available. And, further provided, if the employee is subject to a leave of absence as provided for herein, the employee so affected shall be entitled to a return to work within the twenty-four (24) month period and without loss of seniority provided, however, for the period of leave the employee's benefit entitlements are frozen.

- 21.3** The Employer will allow up to three (3) mechanics\* (Class A, Class B, and/or Class C), one (1) paint and body\* man, whose license has been suspended or revoked as the result of a traffic violation to work without a CDL license, provided they work the day shift with weekends off. A mechanic not working these hours will be granted a leave of absence until the next shop pick. A mechanic who cannot successfully pick a day shift with weekends off will remain on a leave of absence, not to exceed twenty-four (24) months.

The Employer will allow one (1) service worker\* and one (1) para transit\* employee whose license has been suspended or revoked as the result of a traffic violation to work without a CDL license. This only applies to employees working in the service worker position and para transit classification when they lose their license. Employees who do not hold a CDL will not be eligible to move into vacant service worker positions or para transit operator positions.

If the traffic citation that leads to the suspension or revocation of the CDL license is the result of driving while under the influence of drugs or alcohol, the employee who is working without a CDL under this provision will be subject to random drug (not to exceed 6 times) and/or alcohol tests. These tests will be performed separate from testing performed under Federal Transit Administration Drug and Alcohol regulations. Failure to successfully pass a drug/alcohol test under this provision shall be cause to terminate employee.

\*Unit seniority prevails in the administration of this Section.

## **ARTICLE 22 - DISCIPLINE**

- 22.1** The Employer shall not discipline any employee without just cause.

**Weingarten Rights.** When an employee is called in to discuss a matter which is expected to result in disciplinary action, the employee shall be so informed as to the cause for such action and shall be entitled to have a Union representative present if the employee so requests.

- 22.2** Discharge shall be only after written warning notices to the employee with a copy to the Union except for the following serious offenses:
- A.** Failure to stop for railroad crossings as required by law and Employer policy. This provision applies equally to all shop and operator employees.
  - B.** Conviction of morals offense making the employee unacceptable to the public as a bus operator.
  - C.** Performing assigned duties while under the influence of or use of or in possession of controlled substances or alcohol.
  - D.** Theft or embezzlement.
  - E.** Other misconduct of a serious nature acted on by the Employer and agreed upon by the Union after its investigation.
  - F.** Permitting unauthorized person to perform operating duties.
  - G.** Unexcused absence from work for two (2) consecutive days or more without notice to the Employer except where the notice cannot reasonably be given.

- H. Fighting (physical contact) on Employer premises or while on duty.
  - I. Operating a bus with knowledge of revoked commercial motor vehicle license required by State law and failure to inform Employer of revoked status.
  - J. Willful damage to Employer's property and/or willful damage to any property on Employer premises.
  - K. Possession of a firearm, bow and arrow, or any instrument designed specifically to do bodily harm.
- 22.3** Suspension shall only be after written warning notice to the employee with a copy to the Union, except for the following serious offenses:
- A. Failure to turn in cash or tickets.
  - B. Misconduct resulting in a chargeable accident.
  - C. Loss or expiration of commercial motor vehicle license required by State law.
  - D. Conduct resulting in being charged with a morals offense may be cause for suspending an employee as a bus operator but not necessarily from all employment.
  - E. Employee issuing worthless check payable to Employer.
  - F. Willful refusal or failure to carry out a direct order or instruction.
  - G. Off route without authorization.
  - H. Abandoning coach or failing to wait for proper relief.
  - I. Leaving coach unsecured.
  - J. Falsification of sick leave.
- 22.4** Warning notices shall not remain in effect for more than nine (9) months, which shall exclude summer recess for part-time operators.
- 22.5** It is agreed that no disciplinary action would be taken by the Employer under Article 22, Section 22.2(c) exclusive of alcohol use if an employee is taking a controlled substance while on duty which has been prescribed to him/her and taken as directed by a licensed physician, provided the employee has notified the Employer in writing, including the warning label, if any on letter size paper.
- 22.6** Disciplinary action shall be taken within ten (10) days, excluding Saturdays, Sundays and holidays, unless an investigation is required. Periods of investigation will not exceed thirty (30) calendar days unless legal proceedings are pending and/or information required from the employee has not been provided on a timely basis.
- 22.7** Employees will not be allowed to utilize other benefits to supplement loss of wages due to disciplinary suspension in the pay period(s) that the disciplinary suspension occurs. If an employee is asked to work on a discipline day off such discipline shall be stricken from the employee's record.
- 22.8 Late-Outs:**
- A. A late-out is when a transit operator does not show at 1101 East Washington Avenue, or the annex as the case may be by his/her report time. All operators are required to report in person at their assigned time unless excused at least thirty (30) minutes prior to the assigned time, by the dispatcher or his/her designee. Any excuse so granted must be by personal contact. Absent good and sufficient reason, failure to arrive timely at a relief point also subjects the employee to a late out.

- B. Late-outs will be excused for reason of emergency and illness/injury when burden of proof is provided by the transit operator within one (1) scheduled work day of return to work.
- C. Operators' failure to complete a certificate of illness or injury or provide acceptable burden of proof in the case of emergency within one (1) scheduled work day (day 1, count 1) of return to work shall be charged with a late-out.
- D. Operators reporting to the dispatcher or his/her designee less than thirty (30) minutes prior to their assigned time due to sickness must complete within one (1) scheduled work day (day 1, count 1) of their return to work a certificate of illness or injury accompanied by a doctor's certification. In the case of emergency, the operator must present, within one (1) scheduled work day (day 1, count 1) of return to work, acceptable burden of proof. Compliance with this provision will result in the late-out being removed.

E. Penalties for late-outs will be as follows:

1. Operators shall be assigned to their respective run provided they report within five (5) minutes of their scheduled report time. Operators failing to report within five (5) minutes of their scheduled report time will lose their assigned work for that day and drop to the bottom of the Extra Board and will be assigned work for that day from that position.
2. Operators shall be subject to disciplinary action for late-outs in any nine (9) month period in accordance with the following schedule:

First late-out.....	Verbal warning
Second late-out.....	Verbal warning
Third late-out.....	Verbal warning
Fourth late-out.....	Written warning
Fifth late-out.....	Written warning
Sixth late-out.....	Final written warning
Seventh late-out.....	One day working suspension
Eighth late-out.....	Two day working suspension
Ninth late-out.....	Three day working suspension
Tenth late-out.....	Four day working suspension
Eleventh late-out.....	Five day working suspension
Twelfth late-out.....	Discharge

If a mass transit operator has a late-out as defined above for a relief away from the garage, the operator who is to be relieved will be notified by the dispatcher and continue on the run until a relief operator is available. Every effort will be made to secure such relief operator as soon as possible. Time and one-half (1-1/2) the regular hourly rate shall be paid until the relief is made for all work after regular scheduled hours.

**22.9 Unexcused Absence.** An unexcused absence is when an employee has not been excused by a supervisor by personal contact and does not show for work. Penalties for unexcused absences in a nine (9) month period shall be as follows (this is to include any instance where an employee fails to provide documentation in accordance with 37.6):

First unexcused absence.....	Warning letter
Second unexcused absence.....	One (1) day working discipline
Third unexcused absence.....	Three (3) days working discipline
Fourth unexcused absence.....	Discharge

Operators are cautioned that two (2) consecutive days of unexcused absences may result in discharge.

**22.10 Absences from Work (Shop/Office Only).**

- A. Employees must report for work at their assigned times. Being late-to-work is when an employee has not been excused by a supervisor and reports to work five (5) or more minutes late. Employees who

are late in reporting to work must contact their supervisor as soon as possible upon their report. Employees providing notice of absence less than thirty (30) minutes prior to their assigned time will be assessed with a late-to-work.

- B. Absences/late-to-work will be excused for reason of emergency and illness/injury when burden of proof is provided by employee within one (1) scheduled work day of return to work.
- C. Being late-to-work is when an employee has not been excused by a supervisor and reports to work five (5) or more minutes late. Employees who are late shall be subject to discipline based upon the following penalty schedule for tardiness in a nine (9) month period:

1st and 2nd incidents .....	verbal warning for each incident
3rd and 4th incidents .....	letter of warning for each incident
5th and 6th incidents .....	one (1) day working suspension for each incident
7th incident .....	two (2) days working suspension
8th incident .....	three (3) days working suspension
9th incident .....	discharge

If an employee repeatedly reports to work late within the five (5) minute rule, he/she will be subject to progressive discipline.

- D. An unexcused absence is when an employee has not been granted an excuse by a supervisor by personal contact and does not show for work. Penalties for unexcused absences in a nine (9) month period are as follows (this is to include any instance where an employee fails to provide documentation in accordance with 37.6):

One unexcused absence .....	verbal warning
Two unexcused absences.....	warning letter
Three unexcused absences.....	one (1) day working discipline
Four unexcused absences.....	two (2) days working discipline
Five unexcused absences.....	discharge

(Shop/Office employees are cautioned that two (2) consecutive days of unexcused absence may result in discharge.)

**22.11 Absence Without Pay (AWOP)/Excessive Absenteeism<sup>1</sup>.** Full-time and part-time employees having exhausted all forms of available leave, as provided by law and this Collective Bargaining Agreement, may be subject to progressive disciplinary action for excessive absenteeism under the following conditions:

1. Any employee having been absent from work without pay shall receive a letter of information, including notification that three (3) or more instances of absence-without-pay in any quarter may result in progressive disciplinary action at any time within a quarter, however in no case will discipline be accelerated beyond the schedule as set forth in the Contract.
2. On a quarterly basis, the Employer shall conduct a pre-determination hearing with any employee having three (3) or more instances of absence from work without pay. This will not include instances whereby an employee has obtained written authorization for the absence from the Employer (i.e. FMLA).

First Violation – Verbal Warning  
Second Violation – Written Warning  
Third Violation – One (1) Day Working Suspension  
Fourth Violation – Five (5) Day Working Suspension  
Fifth Violation – Ten (10) Day Working Suspension  
Sixth Violation – Discharge

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<sup>1</sup> "Absence-without-pay" means an employee has taken time off which cannot be compensated by sick leave, vacation or floating holiday. Absence-without-pay is distinguishable from a late-out or an unexcused absence.

3. Progressive disciplinary action will start over following any period of one (1) year with no instance of absence without pay.
4. It is understood that employees will be required to substitute vacation and/or floating holidays if these balances are available when the employee is out of sick leave. However, if an employee has weeks of vacation already scheduled, they have no time available and so would be subject to AWOP.

### **ARTICLE 23 - HEALTH AND WELFARE**

**23.1 Pension.** The Employer shall pay the full cost of all contributions required to be made to the Wisconsin Retirement System pursuant to Chapter 41, Wisconsin Statutes. Provided, however, effective the first pay period of January 2012 employee will pay one-half ( $\frac{1}{2}$ ) of the total pension contribution actuarially required toward the Wisconsin Retirement System (WRS) as determined by the employee trust fund board.

**23.2 Health Insurance.** The following provisions of the Wisconsin Public Employers' Group Insurance Plans shall apply:

- A. For calendar year 2010, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employers' Group Health Insurance program's Dane County service area.
- B. For calendar year 2011, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employers' Group Health Insurance program's Dane County service area.
- C. For calendar year 2012, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employers' Group Health Insurance program's Dane County service area.
- D. Beginning with the 1<sup>st</sup> pay period of calendar year 2013, the City agrees to contribute 94% toward the monthly premium for family coverage or 94% toward the monthly premium for single coverage for the health care provider chosen by employee from among the Tier 1 health care providers offered in the Wisconsin Public Employers' Group Health Insurance program's Dane County service area. The employee is obligated to pay the remaining portion. If the employee elects to enroll in a Dane County service area Plan other than an insurance plan of any Tier 1 health insurer, the City's cost will not exceed the City's cost for a qualified Dane County service area Tier 1 Plan, with employee being obligated to pay the remaining portion.
- E. Beginning with the 1<sup>st</sup> pay period of calendar year 2014, City agrees to contribute 88% toward the monthly premium for family coverage or 88% toward the monthly premium for single coverage for the health care provider chosen by employee from among the Tier 1 health care providers offered in the Wisconsin Public Employers' Group Health Insurance program's Dane County service area. The employee is obligated to pay the remaining portion. If the employee elects to enroll in a Dane County service area Plan other than an insurance plan of any Tier 1 health insurer, the City's cost will not exceed the City's cost for a qualified Dane County service area Tier 1 Plan, with employee being obligated to pay the remaining portion.
- F. The dollar amount of the City contribution set forth in paragraph C above shall:
  1. Survive the expiration date of this Agreement;
  2. represent the contribution basis for health care continuation from the expiration date of this Agreement until the ratification of a successor agreement; and



3. serve as the basis for the negotiation of a successor collective bargaining agreement.

G. The City shall retain the right to change insurance carriers and/or administrators. Benefits provided under the health insurance plans may not be changed by the City without agreement of the parties. Alternative and/or additional health care providers may be offered only by mutual agreement of the parties.

H. It is the intent of the parties that no employee shall receive a contribution towards health insurance that is more than the cost of the lowest bidder or their prorated contribution of that cost, e.g., a permanent full-time employee electing the lowest bidder will receive that contribution, while a permanent part-time employee electing the lowest bidder shall receive 50% of the cost of the lowest bidder.

I. Employees who have spouses who are employed by the City shall not be allowed to maintain two family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan.

23.3 Notwithstanding the provisions of this Agreement to the contrary, part-time employees shall be eligible for all benefits to which they are entitled under the Wisconsin Public Employers' Group Health Insurance Plans.

23.4 Employees registered in Domestic Partnerships pursuant to Section 3.23 (10) Madison General Ordinances, will be eligible for family health insurance coverage when such coverage is permitted under the terms of the Wisconsin Public Employers' Group Health Insurance Plans.

23.5 **Dental Insurance.** The parties agree that there shall be an opportunity for employees to participate in a dental insurance program. The parties shall in each case execute a specific Memorandum of Understanding detailing the offering. Each offering may include more than one plan or provider. The Union shall be responsible for presenting the plans to employees or coordinating the distribution of the information with City personnel. All direct costs shall be borne by the Union and/or providers. The City shall accept reasonable indirect costs.

The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to the benefits provided or premium rates. The Union and employees will be bound by all other legal and plan requirements of the provider. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

23.6 **Life Insurance.** The Employer shall provide life insurance benefits at least equal to those provided under the City of Madison Group Life Insurance plan.

23.7 **Disability Income Protection.** The Employer shall make available on a voluntary basis the Disability Income Protection Plan described in Hartford-ITT policy numbers GRH-33731 and GLT-33731.

Premiums shall be paid in the following manner based on sick leave usage during the period July 15 to July 14 of the preceding year.

Sick Days Accumulated	Employee's Portion	Employer Portion
10, 11, 12 or 13	0%	100%
9	20%	80%
8	40%	60%
7	60%	40%
6	80%	20%
5 days or less	100%	0%

Premiums shall be waived for employees with 120 days or more of accrued sick leave regardless of the number of sick days used in the preceding year.

### **23.8 Post Employment Health Insurance Premium Contributions.**

**Initial/Subsequent Deposits.** Within thirty (30) days following ratification of the 2010 - 2012 collective bargaining agreement, by both parties, the employer will deposit in escrow an additional sum of \$40,000 for contributions toward health insurance premiums for retirees meeting the eligibility requirements of this Section. Beginning in January of 2011, the City will make an annual deposit of \$383,000 into the escrow account. Beginning with the month of December 2012 and on the date of any wage increase thereafter, the amount of the annual deposit into the escrow account will increase by the percentage of wage increase (for December 2012 this means an additional deposit of \$7,660). As a consequence thereof, the total escrow deposit for 2012 will be \$390,660 (\$383,000 deposited January of 2012 plus \$7,660 deposited December of 2012). Absent collective bargaining to the contrary, City obligation will be to deposit \$390,660 in January 2013 plus \$11,719.80 to be deposited December 2013 City obligation will be to deposit \$402,379.80 in January 2014 and each January thereafter unless modified by reason of a wage increase.

The escrow account shall be an interest-bearing account. Interest income shall remain within the account for the purpose of post employment health insurance premium contributions; provided, however, one percent (1%) of interest earned during the calendar year as of December 31<sup>st</sup> will be transferred to the City of Madison as an administrative fee.

**Eligibility.** In order to qualify for the premium contribution a full-time employee, who elects to retire on or after reaching age 55, must have completed ten (10) continuous years of full-time service with Madison Metro Transit in a position represented by Teamsters Local 695, just prior to retiring. Further, the employee must be eligible to retire under the Wisconsin Retirement System (WRS). Retirees will only receive this benefit for a maximum of five (5) consecutive years or until becoming eligible for Medicare. Employees must provide a one (1) year notice of their intent to retire in order to be eligible for the premium contribution. Employee(s) who have retired on or before the effective date of this agreement are not eligible. If an eligible retiree dies, the health insurance premium contribution will not extend to the retirees spouse or family.

Further, the monthly premium contribution will only be available for employees under the Wisconsin Public Employers' Group Health Insurance Plans subject to the terms and conditions of the chosen health plan. If a retiree does not have health insurance through one of these plans the retiree will not be eligible for the premium contribution.

**Funds Availability.** Retiree(s) will be eligible for premium contributions to the extent that funds are available in the escrow account, and the employer will not be required to make any additional payment to the account should the cost of providing premium contributions exceed the amount deposited. In the event that the escrow account becomes depleted, the eligible retiree will be responsible for paying the entire cost of the health insurance premium for the period of hiatus. Neither party is prohibited from negotiating, in subsequent collective bargaining sessions, to increase the amount of yearly deposit.

**Premium Contribution.** The monthly premium contribution for either family or single health insurance coverage will be equivalent to one hundred five percent (105%) of appropriate premium rates for the lowest bidder among health care providers offered in the Wisconsin Public Employers' Group Health Insurance programs Dane County service area. The monthly premium contribution will not be adjusted over the five (5) year period for the individual retiree and, therefore, any increase over and above the initial fixed (base) amount will be borne by the individual retiree. The fixed or base amount is that amount determined to be the equivalent to one hundred five percent (105%) of the lowest bidder among health care providers in the year the employee retires.

**Retiree Co-Pay Premium.** Retirees will pay their portion of the premium before any premium contribution will be made from the escrow account. Failure by the retiree to make a timely advance payment of health insurance premium will be cause to declare the retiree ineligible for any future benefit from this program.

Once ineligible the retiree will not be reinstated; provided, however, this provision shall not withstand in the event of emergency where it can be shown that a serious health condition or physical incapacity was the contributing cause that overshadowed the retiree's inability to make a timely premium co-payment. In such cases, funds from the escrow account will be used to pay 100% of the health insurance premium for one (1) month on behalf of the retiree. The retiree is obligated to repay the amount owed prior to the next premium payment. Failure to repay the premium co-payment shall be cause to declare the retiree ineligible for any further benefit contribution from this program.

**Re-Employment.** If a retiree regains employment with Madison Metro as a part-time employee while still eligible to receive post employment health insurance premium contributions, the part-time employee will receive the fifty percent (50%) owed to the employee by contract with the remaining fifty percent (50%) payable from funds held in escrow.

**Annual Notice.** On an annual basis, the City of Madison will provide retirees with a notice of their premium co-payment due and payable to the City. The notice will be sent to the retiree's address of record with the City, and it is the retiree's obligation to keep the City apprised of their current mailing address.

**Effective Date.** This Section shall be effective upon the date of ratification by both parties signatory to the collective bargaining agreement. Further, the benefit provisions contained herein is not retroactive and, therefore, all current retirees and part-time employees are not eligible for any health insurance premium contributions from this fund.

**General Provisions.** The retiree may elect to change coverage from a family plan to single or vice versa based upon a qualifying event.

Fund dollars may not be used in conjunction with disability, disability insurance, unemployment compensation, or workers compensation provided by the City of Madison.

Health insurance coverage shall be defined to mean core benefits only.

Retirees will be ineligible, except to the extent specifically provided for herein, for fund dollars if the retiree becomes eligible for and is covered by a group health insurance plan as a result of post-retirement employment.

The surviving spouse and eligible dependents may be continued in the health insurance program at their expense, subject to the rules and regulations of the health care insurer and COBRA, until such time as the surviving spouse and surviving dependents are no longer lawfully eligible. Surviving spouse and dependents are not eligible for and will not receive fund dollars.

Ten (10) continuous years of full-time service is defined to mean ten (10) years of seniority that has been entitled without cessation of employee's employment with Madison Metro Transit.

## **ARTICLE 24 - JURY PAY**

- 24.1** Time spent by any employee required to appear for jury duty, or for work related matters as a result of performing their duties at trials and at industrial hearings (either as witnesses or claimants), shall be considered as time worked. Employees in these circumstances shall be paid the difference between the amount received from the court or other agency and their regular basic rate.
- 24.2** Any operator required to serve on jury duty beyond 2:00 p.m. and who cannot notify the dispatcher prior to that time and who will be released for work the following day shall fall to the bottom of the rotating board.
- 24.3** Employees who are required to perform as specified above shall be paid on a daily basis as follows:
  - A.** Shop employees at eight (8) hours and thirty-six (36) minutes or ten (10) hours and forty-five (45) minutes, as the case may be, at their straight time hourly rate.

- B. Office employees and transit operators at eight (8) hours, or ten (10) hours as the case may be, at their straight time hourly rate.
- C. In all cases, an employee will be paid an amount equal to the difference between monies received from the court or administrative agency and the amount the employee would have earned for work performed if not required to serve. Employees who are released from the panel are required to notify the Employer and make themselves available for work assignment.

24.4 No employee shall be required to work when he/she is called and selected for jury duty.

## **ARTICLE 25 - OVERTIME**

25.1 A. A separate sign-up sheet will be maintained for regular operators and for extra board mass transit operator. Any operator signing up for extra work must sign the sheet prior to 2:00 p.m. the day before work is desired. Employees who sign up for extra work within their category listed below shall be offered extra work first.

1. Extra Board operators on rotating board by low hours for work day.
2. Extra Board operators on weekly picks by lowest number of hours for the day.
3. Extra Board operators on day off by seniority.
4. Regular Board operators: Work will be assigned by seniority and last day worked.

B. If no one signs up for extra work the dispatcher will offer the work in the following categories by seniority:

1. Extra Board Operators
2. Regular Operators
3. Metro+Plus Operators
4. Shop Employees

C. If an operator accepts extra work assignment and then turns down the work he/she will be charged with the time.

D. In the event two or more operators have equal hours for the work day seniority shall prevail.

E. Any operators assigned off will not be allowed to work except in an emergency or in accordance with Article 25, Section 25.1(A) and (B).

### **25.2 Shop Overtime (General).**

A. The overtime sign-up sheet will be posted one (1) week in advance. There will be no additions or deletions to the sign-up sheet after it is taken down at 3:00 p.m. on the day before the overtime is scheduled. Employees may sign for the shift(s) of their preference.

B. The following code, noted by the employee on the Daily Overtime Sign-Up Sheet, will alter the way overtime offers are made at 3:00 p.m. only:

1. Will Work (WW) means the employee will accept overtime without Employer telephone or personal contact.

C. Overtime offers are made by telephone, or personal contact, or sign-up sheet notification. Telephone offers for overtime may be accepted by anyone at the designated telephone number. One telephone call will be made per employee. If no answer, the employee will be charged for the time.

- D. Telephone numbers that are busy over ten (10) minutes and telephone answering machines/pagers that are not responded to within ten (10) minutes are considered called. The employee will be charged with the time and the work will be offered to the next eligible employee.
- E. Anyone who works overtime will be expected to work one-half (1/2) of his/her regular scheduled shift, unless excused by a supervisor.
- F. If an employee signs up for overtime work and turns it down, he/she will be charged with the time.
- G. Vacancies, if filled with overtime by the Employer, will be offered in the following manner:
  1. Regular shift work vacancies that the Employer elects to fill will be offered in order of the first known piece of work (vacations, long-term sick, etc.) to the employee who is first up for the time. Overtime assignments will be offered in chronological order beginning with the first shift. Extra work is to be offered last, after minimum staffing levels, as determined by the Employer, have been scheduled. The first known piece of work means the piece of work known for the longest period of time.
  2. The Daily OT Sign-Up Sheet will be used first to make the overtime assignment. Names entered by employees under the shift where the overtime is desired will be reviewed and placed in a last-OT assignment worked order. The employee with the oldest last OT assignment worked/charged will be offered the work first. Seniority will be used to make the OT offer when more than one employee has the same oldest last OT assignment worked/charged date.
  3. OT assignments will be offered to the employee(s) within the same classification or above for the shift desired. (A, B, and C mechanics are considered one classification.)
  4. The OT Call Sheet will be used in cases when the Daily OT Sign-Up Sheet is depleted. Employees called from the OT Call Sheet will not be charged with the time.
  5. Accepted overtime work opportunities which have later been refused for any reason, and such refusal occurs less than two (2) hours prior to the start of the overtime work assignment, shall be filled exclusively at the option of the Employer. If such notification of refusal to work is received by the Employer two (2) hours or more prior to the start of the overtime work assignment, it shall be filled by the Employer pursuant to the normal order of call.
  6. To complete assigned work or road trouble calls an employee may be asked to continue working after his/her regular scheduled shift for up to two (2) hours at overtime. In the event the employee accepts the assignment, he/she shall complete the work up to two (2) hours. Such overtime will not be counted against his/her overtime record.
- H. Employees called in to work overtime shall be guaranteed four (4) hours of work. Employees who request to leave prior to the four (4) hour guarantee will be paid for time worked and charged for the day on the Daily OT Sign-Up Sheet.
- I. Entry-level "C" Mechanics will not be allowed to work overtime in mechanic classifications while undergoing the six (6) month training period.
- J. Notice shall be given to shop employees of overtime work caused by vacation, floating holidays, and other predictable absence beginning at 3:00 p.m. of the day preceding such work.

### **25.3 Shop Overtime (Holidays).**

- A. Those persons desiring to work on a paid holiday shall sign up on the Holiday Board on their respective shifts. The two (2) most senior persons signed up on each shift shall be assigned to work.
- B. In the event one of the assigned persons is unavailable, due to sickness or other excusable absence, the next person that is signed up, in order of seniority, on the open shift shall be asked to work.

- C. In the event no one else is signed up on the open shift, the next person signed up, in order of seniority, from the entire board, and not already working shall be asked to work. This would apply to any extra work required on the holiday.
- D. In the event no person signs up, the junior person or persons in the mechanic or service classification shall work.

Note: Each shift shall have at least one (1) Mechanic working.

**25.4 Fixed Route Operators.** The following procedures shall apply for selecting holiday work:

- A. Those operators interested in working on the holidays listed in the Labor Agreement should indicate such by signing the appropriate sign-up sheet.
- B. Operators should also indicate their desire to work extra work by checking the box next to the left of their signature (extra work will be offered by low hours accumulated for the day).
- C. If work exceeds or equals the amount of operators signed up, no passes will be granted.
- D. If an adequate number of operators do not sign up to work holidays, the work shall be assigned from the most junior full-time operator up, until an adequate number of employees are available, provided, however, prior to assignment the work will be made available to the affected employee(s) by seniority.
- E. If the number of operators signed up to work the holiday exceeds the work available, passes may be granted. Unselected holiday work will be forced to the most junior full-time operator(s) who are signed up to work the holiday.
- F. When forcing work assignments becomes necessary, and the operator up for work is not available by personal contact (at least three (3) calls), the largest piece of work available will be assigned. In the event two (2) or more fills total the same amount of time, the senior operator up will be assigned the earliest off piece of work. Such assignments will be made by noon on Thursday prior to the week of the holiday.

**ARTICLE 26 - COMPENSATORY TIME**

**26.1 Shop Employees.** In lieu of receiving pay for overtime as provided for under this Labor Agreement, shop employees may, at the employee's option, accrue overtime as compensatory time at the rate of time and one-half (1-1/2) up to a maximum of eighty-six (86) straight hours (57.3333 overtime hours) per contract year. Employees must notify the Employer of the option selected prior to the performance of overtime work.

Compensatory time off shall be scheduled by mutual agreement between the employee and his or her supervisor. Seniority shall apply in the event that a greater number of employees request compensatory time off than can be granted by the Employer. Requests for compensatory time off made with at least twenty-four (24) hours notice shall be considered in accordance with seniority. Requests for compensatory time off made with less than twenty-four (24) hours notice shall be considered on a first come, first served basis. Compensatory time authorized at the end of the employee's regular shift for the employee's following work day shall not be subject to bumping by senior employees. Exceptions to these notice provisions shall be considered on a case-by-case basis and by mutual agreement between the City and the Union.

The employee's regular rate of pay at the time the employee receives the compensatory time off (rather than the rate of pay in effect when the employee worked the overtime) is the rate of pay used. The employee will be permitted to use compensatory time off within a reasonable period after making a request for such use, provided the use of compensatory time does not unduly disrupt the operations of the Employer.

Upon voluntary or involuntary termination of employment, including death or retirement, the employee, employee's beneficiary, if known, or the employee's estate is entitled to payment of all accrued compensatory time off. Payment must be at the employee's final rate of pay, or his/her average rate of pay for the previous three (3) years, whichever is higher.

After reaching the maximum accumulation, every effort must be made to take all approved compensatory time off prior to the end of the calendar year; provided, however, if work requirements make it impossible to take the compensatory time off, the Employer and employee may mutually agree to the approval of payment at the employee's applicable rate of pay.

If an employee takes time off in accordance with this Agreement, he/she shall automatically be paid from his/her compensatory time bank for said period.

Employees may elect to substitute compensatory time in the event of sickness, accident or emergency, subject to the provisions of Article 37, Sections 37.4(A), 37.5 and 37.6.

**26.2 Office Employees.** Office employees may elect compensatory leave as the method of compensation for overtime work in accordance with this Agreement.

- A. All compensatory leave time shall be taken off at a time mutually agreed to by the employee and the employee's immediate supervisor.
- B. Unused accrued compensatory time shall be paid upon termination of employment.

## **ARTICLE 27 - PICKS**

**27.1** In picking runs, seniority shall prevail in the following situations:

General picks shall be conducted not more often than four (4) times in each calendar year. Pick number one shall commence on the first Sunday in March. Pick number two shall commence on the first Sunday prior to Memorial Day. Pick number three shall commence on the first Sunday prior to Labor Day. Pick number four shall commence on the first Sunday in December. The Joint Labor-Management Committee may adopt a cycle of general picks different than set forth above by mutual agreement, then, in such event, the dispatcher will inform operators on leave of absence, funeral leave, vacation, worker's compensation or on sick leave that the pick board is posted. Any motor coach operator who is sick or on leave of absence or unable to be present at his/her time to pick shall leave a written choice of a number of runs with the dispatcher to be exercised in the order of choice.

When a general pick is to be held, such pick with all schedules, along with the most recent seniority list, shall be posted in the drivers' room for not less than seven (7) days before operators are required to pick and not less than fourteen (14) days prior to the effective date of such pick.

Lists in order of seniority will be posted in the operators' room for all active operators at least seven (7) days before any general pick, and at such other times as may be necessary for a pick of any kind that may be needed to fill a vacancy or for a change in operations. Line picks shall be on the basis of seniority of operators on the line, and where service is decreased, those eliminated shall have their status on the Extra Board in accordance with seniority.

- A. Transit Operators, during a general pick selection period shall have two choices to select from during their specified period of time: a regular run or the extra board. Each day of the pick shall end not later than 8:00 p.m. and no pick shall be done on weekends or holidays. If the pick week falls on a holiday week, the week prior shall be the week of the pick.
- B. Employees must be physically present to pick. Telephone calls are prohibited. Employees who cannot be physically present for the general pick must make a written declaration of a proxy, to the Employer designated representative in advance of the execution of the pick, who will act on the employee's behalf. The written notice will contain the name of the employee who will act on the behalf of the individual, and the signature of both the employee and the proxy.

- C. Transit Operators who fail to pick during a general pick selection period shall be assigned to the extra board provided such slots are available. An operator who fails to pick will fall to the bottom of the seniority roster and pick from the remaining unpicked runs. Such assignment shall proceed in order of seniority among those displaced to the bottom of the seniority roster; first on a voluntary basis then by assignment in reverse order of seniority of runs open and available not heretofore picked.
- D. Transit Operators who are on a leave of absence, when such absence shall be for a period equal to or greater than the pick cycle, shall be precluded from the general pick for that particular pick cycle.
- E. Transit Operators whose employment shall terminate, by reason of voluntary separation, including retirement, will be prohibited from picking a general run if such employment ceases prior to the effective date of that general pick.
- F. From the times specified below, Transit Operators, by pairs and according to seniority, will be given ten (10) minutes in "block style" to exercise their pick selection (a general run or the extra board).

The pick will commence at 1:00 p.m. on the eighth (8th) day after posting the board and all operators with seniority numbers 1 through 6 shall pick no later than 1:30 p.m. of that day. Thereafter the pick shall continue in the following sequence:

**First Day of Picking**

<b>PICK TIME</b>	<b>SENIORITY NOS.</b>
1:30 p.m. - 2:00 p.m. ....	7 through 12
2:00 p.m. - 2:30 p.m. ....	13 through 18
2:30 p.m. - 3:00 p.m. ....	19 through 24
3:00 p.m. - 3:30 p.m. ....	25 through 30
3:30 p.m. - 4:00 p.m. ....	31 through 36
4:00 p.m. - 4:30 p.m. ....	37 through 42
4:30 p.m. - 5:00 p.m. ....	43 through 48
5:00 p.m. - 5:30 p.m. ....	49 through 54
5:30 p.m. - 6:00 p.m. ....	55 through 60
6:00 p.m. - 6:30 p.m. ....	61 through 66
6:30 p.m. - 7:00 p.m. ....	67 through 72
7:00 p.m. - 7:30 p.m. ....	73 through 78
7:30 p.m. - 8:00 p.m. ....	79 through 84

**Second Day of Picking**

<b>PICK TIME</b>	<b>SENIORITY NOS.</b>
9:00 a.m. - 9:30 a.m. ....	85 through 90
9:30 a.m. - 10:00 a.m. ....	91 through 96
10:00 a.m. - 10:30 a.m. ....	97 through 102
10:30 a.m. - 11:00 a.m. ....	103 through 108
11:00 a.m. - 11:30 a.m. ....	109 through 114
11:30 a.m. - 12:00 noon ....	115 through 120
12:00 noon -12:30 p.m. ....	121 through 126
12:30 p.m. - 1:00 p.m. ....	127 through 132
1:00 p.m. - 1:30 p.m. ....	133 through 138
6:00 p.m. - 6:30 p.m. ....	139 through 144
6:30 p.m. - 7:00 p.m. ....	145 through 150
7:00 p.m. - 7:30 p.m. ....	151 through 156
7:30 p.m. - 8:00 p.m. ....	157 through 162

**Third Day of Picking**

<b>PICK TIME</b>	<b>SENIORITY NOS.</b>
9:00 a.m. - 9:30 a.m. ....	163 through 168
9:30 a.m. - 10:00 a.m. ....	169 through 174
10:00 a.m. - 10:30 a.m. ....	175 through 180
10:30 a.m. - 11:00 a.m. ....	181 through 186
11:00 a.m. - 11:30 a.m. ....	187 through 192
11:30 a.m. - 12:00 noon ....	193 through 198
12:00 noon -12:30 p.m. ....	199 through 204



12:30 p.m. - 1:00 p.m. ....	205 through 210
1:00 p.m. - 1:30 p.m. ....	211 through 216
6:00 p.m. - 6:30 p.m. ....	217 through 222
6:30 p.m. - 7:00 p.m. ....	223 through 228
7:00 p.m. - 7:30 p.m. ....	229 through 234
7:30 p.m. - 8:00 p.m. ....	235 through 240

**Fourth Day of Picking**

<b>PICK TIME</b>	<b>SENIORITY NOS.</b>
9:00 a.m. - 9:30 a.m. ....	241 through 246
9:30 a.m. - 10:00 a.m. ....	247 through 252
10:00 a.m. - 10:30 a.m. ....	253 through 258
10:30 a.m. - 11:00 a.m. ....	259 through 264
11:00 a.m. - 11:30 a.m. ....	265 through 270
11:30 a.m. - 12:00 noon .....	271 through 276
12:00 noon -12:30 p.m. ....	277 through 282
12:30 p.m. - 1:00 p.m. ....	283 through 288
1:00 p.m. - 1:30 p.m. ....	289 through 294
6:00 p.m. - 6:30 p.m. ....	295 through 300
6:30 p.m. - 7:00 p.m. ....	301 through 306
7:00 p.m. - 7:30 p.m. ....	307 through 310

During the pick process the Union shall provide a steward to direct the process of operator picking and the City shall have a management representative present to answer questions and provide information to operators.

- G. When there is a change in the route schedule of operations, affecting an route workweek by more than fifty (50) minutes per week there will be a general pick at the request of either party or within one (1) week after changes are made in schedules that affect regular runs, except on the campus service lines where a line pick shall be made. In those instances where campus service is reduced or eliminated for two (2) days or less, campus service drivers shall go to the Extra Board and rotate by accumulated hours. Effected operator may opt to take vacation/floating holiday and return to their regular pick when it is available. General picks necessitated by this provision shall not be less than four (4) weeks.
- H. In the event regular runs are removed from the campus service lines, the regular operator displaced shall be placed on the Extra Board by accumulated hours and when runs are again added to the campus service lines operators shall be returned to their regular picks.

The above-mentioned situation will be handled as follows: If the run removal continues for more than one day, the operator will rotate on the rotating portion of the Extra Board. Campus service operators forced back to the Extra Board for one week or more will have the same pick privileges as Extra Board operators. However, they shall be allowed Sunday and Saturday off at the employee's option with no forty (40) hour guarantee.

- I. When it is an operator's turn to pick, the operator shall have the right to select any open runs on the pick board or, if he/she so desires, he/she may pick work on the Extra Board; such a pick on the Extra Board, when there are runs available, will require the employee to remain on the Extra Board for the duration of the pick.
- J. Any runs which are unpicked at the conclusion of a run pick shall be assigned to the number of junior operators needed to work the unpicked runs. Before being assigned, the required number of junior operators will have the opportunity to pick the unpicked runs based on seniority.
- K. Operators shall not be allowed to trade runs after a pick has been completed or between picks, but shall be allowed to trade days off in the same week by mutual agreement of the parties.
- L. Unrealistic schedules will be subject to review by the Union Committee, Union Agent and Employer representative when a complaint is made by a driver.

**27.2 Shop Work Schedule Picking.** The work schedule for the maintenance department shall be posted two (2) weeks prior to the commencement of picking. Once picked the work schedule shall be continued unless changed by necessity with one (1) week's notice to the affected employees. The work schedule for the maintenance department shall be re-picked immediately upon execution of this Agreement and each six (6) months after the date of the last pick except no employee shall be allowed to pick into a different job title or position.

The following work schedule pick procedures shall apply:

- A. When the maintenance unit shop pick is to be held such pick with all shifts and the most recent seniority list shall be posted on the maintenance bulletin board.
- B. The pick will be conducted seven (7) days a week with all maintenance classifications beginning the pick process on the same day. Each person upon reaching their turn to pick will have no more than one (1) of that person's working days to make and record their choice. This limitation may be extended by mutual agreement between the parties with good cause shown.
- C. Employees off work due to any paid or unpaid leave of absence after the posting of the pick will be responsible for leaving their pick choice. Employee(s) off work as referenced herein will be notified of the existence of the pick by ordinary mail forwarded to the employee's last known address on record with the Employer.
- D. Employee(s) failing to sign the pick sheet within the period described above will lose their pick rights and will be assigned the last open shift(s) available within their respective classification(s). Failing to pick means the employee had knowledge of the pick yet failed to make a selection and sign the designated pick sheet.

After a maintenance employee mechanic has advanced to a permanent higher classification he/she will not be allowed to pick down to a lower classification except for the inability to perform the duties.

**Service Lane Pick Procedure.** Service Lane jobs will be picked on a daily basis. Picking commences at start of shift 4:00 p.m. Seniority within classification as defined in the Labor Agreement determines the order of "pick". Shop employees, other than Service Lane classified employees, who are required to or are assigned to work in the service lane will pick from among those job(s) not picked previously by Service Lane employees. Shop seniority, as defined in the Labor Agreement, determines their order of "pick". If only one (1) job remains, that employee will be assigned the open position by the attending supervisor.

Service Lane employee(s) who have previously approved scheduled time off at the beginning of their shift but who are scheduled to report to work at a start time other than 4:00 p.m. on that workday may leave a "pick" prior to the start of the shift. Employee will assume that "pick" position upon arrival to work for that workday. Failure to leave a "pick" will cause that employee to be assigned the open position not previously picked by Service Lane employees at 4:00 p.m. The on-duty supervisor retains the right and the discretion to temporarily fill the picked position until that employee reports to work.

Service Lane job assignments will not be re-picked until the following workday.

The third shift Service Lane employee will take over the job responsibility of "parking" commencing at 10:30 p.m. in preparation for "booking out" the next morning departures. The employee displaced from the parking position will fill-in where needed as-needed and is not allowed to "bump" as a result of the displacement from that work assignment.

**27.3 Part-Time Pick Procedures.** Part-time operators will select part-time runs in accordance with their position on the part-time operator seniority list. Part-time picks will be conducted at the following times.

- A. **Fall Pick.** At least two (2) weeks prior to the beginning of the fall schedule of classes for the Madison Municipal School District. Pick to become effective on the first day of scheduled classes.

- B. Spring Pick.** The second Monday in December. Pick to become effective on the first day of scheduled classes following winter break.
- C.** A no-bump pick will be conducted as soon as possible following the creation of two (2) or more vacancies in the Part-Time Operators ranks due to a promotion(s) to full-time status, termination, employee quit and/or when changes in one or more picked pieces of work held by part-time operator(s) generate a total change in time of fifteen (15) minutes or more per pick per day.

#### **27.4 Extra Board Pick.**

- A.** All pieces of work or combinations of work that consist of eight (8) hours per day, more or less, or forty (40) hours per week guaranteed shall be posted each week for an Extra Board pick by seniority.
- B.** All pieces of work created by vacations, long-term illness or injury, floating holidays, unpaid leaves of absence, etc. which can be made into weekly picks of five (5) days and forty (40) hours or more shall be posted each week for an Extra Board pick by seniority. In the event any picked piece is pulled due to changes in the combinations of work, the person who picked the combination must hold himself/herself available for other work in order to retain the forty (40) hour weekly guarantee, but not longer than one (1) hour past his/her normally scheduled time off. Drivers working these combinations shall not be required to accept extra work beyond their regular schedule on Saturday or Sunday.
- C.** The Employer shall have the right to control the structure of these combinations as far as necessary for an economic operation.
- D.** The portion of Extra Board not affected by these pieces of work will continue to rotate as previously done.
- E.** This work will be posted not later than 10:00 a.m. Tuesday, and must be picked not later than 12:00 p.m. (noon) Thursday for the work assignments the following Sunday. An operator may be allowed to pass, and rotate if he/she chooses to. In the event a piece of work or more is not picked, this work shall be assigned to the bottom operator in seniority. If more than one piece is available, the work shall be assigned from the bottom up. Example: 40, 39, 38, 37, etc. Forced assignments shall be by seniority preference.
- F.** Operators shall not be allowed to trade runs after a pick has been completed or between picks but shall be allowed to trade days off at the Employer's discretion.
- G.** Extra Board operators who by seniority can pick a five (5) day weekly pick during normal pick times and which is considered a regular run shall be allowed the same days off as were extended to the regular operator.

#### **27.5 Customer Service Center Work Schedule Pick.**

- A.** The work schedule for the Customer Service Center (CSC) shall be posted one (1) week prior to the commencement of picking. Shifts will be picked by seniority. Once picked the work schedule shall be continued unless changed by necessity with one (1) week's notice to the affected employees. The work schedule shall be re-picked immediately upon execution of this Agreement and each six (6) months after the date of the last pick. Each person upon reaching their turn to pick will have no more than one (1) of that person's working days to make and record their choice. This limitation may be extended by mutual agreement between the parties with good cause shown.

The Supervisor will inform employees on leave of absence, funeral leave, vacation and worker's compensation or on sick leave that the pick board is posted. An employee on leave of absence or unable to be present for their pick may leave a written choice.

**B. CSC Front Office Coverage.**

1. Some shifts will include a rotating CSC Front Office Shift. Front Office shifts will rotate in one (1) week increments. CSC Front Office shifts will be 8:30 a.m. - 5:00 p.m.
2. Rotation will be gin with most senior (available) person. All full-time employees will enter rotation once training is completed.
3. Split shifts will not rotate into the Front Office, because this schedule does not permit coverage during the lunch hour.
4. Other shifts may be assigned as staffing needs warrant.

**C. Procedure for scheduling the CSC Front Office Staff is as follows:**

1. The CSC Front Office shift will be assigned each scheduling period to the next available person in the rotation. The next available person is defined as the next person eligible to be scheduled for work, i.e. not on vacation, on sick leave, etc. A person on vacation, on sick leave, etc. will be skipped in rotation until the next time around.
2. The rotation will proceed according to the full-time seniority list and will begin with the most senior person.
3. This rotation will be followed to the best of the scheduler's ability but is not guaranteed.
4. **Filling Single Days.** In the event either the Metro Receptionist or CSC Front Office person is scheduled off during the week due to working weekend shifts of scheduled vacation, the shift will be filled by seniority.

**27.6 Para-Transit Pick.**

- A. The pick will be posted for at least one (1) week before picking commences. The newly picked runs will commence not later than two (2) weeks following the end of the picking. Pick preference will be by seniority of any open runs.
- B. Pick number one (1) shall commence on the first Sunday in March, pick number two (2) shall commence on the first Sunday prior to Memorial Day, pick number three (3) shall commence on the first Sunday prior to Labor Day, pick number four (4) shall commence on the first Sunday in December. Picks will also be posted when route schedules change, whenever a run time changes more than ten (10) minutes per day, if new runs are added, when a shift vacancy exists and the Employer determines the need to fill such vacancy, or whenever otherwise mutually agreement. The joint labor-management committee may adopt a cycle of general picks different than set forth above by mutual agreement, then, in such event, the dispatcher will inform operators on leave of absence, funeral leave, vacation, worker's compensation or on sick leave that the pick board is posted. Any motor coach operator who is sick or on leave of absence or unable to be present at his/her time to pick shall leave a written choice of a number of runs with the dispatcher to be exercised in the order of choice.
- C. The operators having the right to pick runs will be divided into groups of seven (7) per day according to seniority number and shall be required to select their runs in the time periods as specified below. If the pick week falls on a holiday week, the week prior shall be week of the pick.

<b>PICK DAY</b>	<b>PICK TIME</b>	<b>SENIORITY NUMBER</b>
1	7:00 a.m. - 5:30 p.m.	1 through 7
2	7:00 a.m. - 5:30 p.m.	8 through 14
3	7:00 a.m. - 5:30 p.m.	15 through 21
4	7:00 a.m. - 5:30 p.m.	22 through 28
5	7:00 a.m. - 5:30 p.m.	29 through 35

- D. If any operator fails to pick within the time allotted to them, or fails to leave a written choice as provided above, they shall be placed at the bottom of the pick roster and shall pick by seniority from the remaining open runs.

## **ARTICLE 28 - WAGES, HOURS AND WORKING CONDITIONS**

**28.1** All employees shall be subject to wage progression in accordance with the following wage progression schedule. The biweekly base wage rate salary and progression schedule set forth in Addendum A is based on a forty (40) hour workweek, notwithstanding other provisions of this Agreement to the contrary.

Step One-First Six (6) Months of Continuous Service--Seventy-Five Percent (75%) of the maximum biweekly base wage rate.

Step Two-After Six (6) Months of Continuous Service--Eighty Percent (80%) of the maximum biweekly base wage rate.

Step Three-After Eighteen (18) Months of Continuous Service--Eighty-Five Percent (85%) of the maximum biweekly base wage rate.

Step Four-After Thirty (30) Months of Continuous Service--Ninety Percent (90%) of the maximum biweekly base wage rate.

Step Five-After Forty-Two (42) Months of Continuous Service--One Hundred Percent (100%) of the maximum biweekly base wage rate.

Newly hired student operators shall be paid the Federal Minimum Wage law rate per hour and then advance to the rate specified in the operators' wage schedule.

**28.2 Biweekly Pay Period.** All employees will be paid by check biweekly with all regular hours, overtime hours, and premiums itemized. Unless otherwise prevented by circumstances beyond the control of the Employer, payroll checks will be distributed by 12:00 p.m. on alternate Fridays.

**28.3 Vacation Pay Advance.** Employees shall be permitted to receive a biweekly paycheck in advance of the normal biweekly payday provided that:

- A. The employee requests to receive the advance biweekly paycheck no earlier than nineteen (19) days prior to the normal payday and no later than fourteen (14) days prior to the normal payday.
- B. The request to receive the advance biweekly paycheck is approved by the department or division head.
- C. The employee will be on paid vacation leave for five (5) consecutive days, one of which will be the normal biweekly payday and one (1) of which will be the day preceding the normal biweekly payday.

**28.4 Longevity Pay.** All permanent full-time and permanent part-time employees shall receive longevity pay, subject to the following schedule and terms and conditions:

- A. Upon completion of 48 months of continuous service, 3% shall be added to the base hourly rate of pay;
- B. Upon completion of 108 months of continuous service, an additional 3% (for a total of 6%) shall be added to the base hourly rate of pay;
- C. Upon completion of 156 months of continuous service, an additional 2% (for a total of 8%) shall be added to the base hourly rate of pay;

- D. Upon completion of 180 months of continuous service, an additional 1% (for a total of 9%) shall be added to the base hourly rate of pay;
- E. Upon completion of 204 months of continuous service, an additional 1% (for a total of 10%) shall be added to the base hourly rate of pay;
- F. Upon completion of 228 months of continuous service, an additional 1% (for a total of 11%) shall be added to the base hourly rate of pay;
- G. Upon completion of 288 months of continuous service, an additional 1% (for a total of 12%) shall be added to the base hourly rate of pay.

Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.

Any time spent on authorized leave of absence without pay and any time spent on layoff status shall not act to break the continuous employment. However, any leave time or layoff time in excess of thirty (30) days shall not be considered employment time for the purpose of computing longevity.

**28.5** The biweekly base wage rate for all employees shall be pursuant to Addendum A of this Agreement.

**28.6 Mass Transit Operators.** All full-time fixed route and full-time Metro+Plus operators shall be guaranteed forty (40) hours per week.

**Shop Employees.** The daily and weekly scheduled hours for employees in the shop shall be an average forty-two (42) hours per week comprised of five (5) eight (8) hour and twenty-four (24) minute days, or four (4) ten and one-half (10-1/2) hour days. The Employer retains the right to add to or delete four (4) day workweeks at ten and one-half (10-1/2) hours per work day as deemed necessary and agreed to by the joint Labor-Management Committee.

All shop employees shall be entitled to two (2) fifteen (15) minute breaks per day with pay.

**Office Employees.**

- A. Full-time office employees, with the exception of the Transit Scheduling/Data Assistant, shall have two (2) consecutive days off in each seven (7) day period, and their daily and weekly scheduled hours shall be eight (8) hours per day for five (5) consecutive days, Sunday through Saturday. All employees shall be entitled to one (1) fifteen (15) minute break with pay in each four (4) hours of work.
- B. With the exception of the Transit Scheduling/Data Assistant, a work schedule for full-time office employees shall be established and will not be changed without providing five (5) work days' notice posted on the bulletin board and sent directly to the employee(s) affected. This notice requirement shall not apply to emergency assignments or changes as a result of unforeseen absences by other employees. Failure to provide the required five (5) day notice shall not serve as a bar to changing an employee's work schedule, but it shall obligate the Employer to pay overtime for all hours outside the employee's former work schedule until such time as the five (5) day notice period is completed.
- C. The Transit Scheduling/Data Assistant and Transit Information Leadworker may be required to work split shifts.
- D. The full-time office employees will be allowed to modify their five (5) day, eight (8) hour day workweek from Memorial Day weekend through the week preceding Labor Day weekend. The modified workweeks will be four (4) nine (9) hour days and one (1) four (4) hour day and will be subject to the following restrictions:
  - 1. Employees may not be forced to accept the modified workweek, i.e., this is a voluntary shift in workweek.

2. Schedules must be mutually agreed upon between the employee and their immediate supervisor.
3. Schedules must be arranged so that full coverage of normal duties is maintained during normal business hours.
4. Overtime will be based on hours in excess of forty (40) hours per week for employees choosing the modified summer schedule.
5. Sick leave and vacation can be taken up to the employee's scheduled daily hours, with the understanding that vacation must be taken in increments of one (1) hour.
6. Holidays will be paid at eight (8) hours [nine (9) hours for employee working a modified work week schedule] per the terms of the Labor Agreement. Floating holidays can be taken in increments of one (1) hour.

In computing guarantee time for all full-time fixed route and full-time Metro+Plus operators, the following will be included to calculate time towards the forty (40) hour guarantee:

1. Time worked on an employee's regular schedule.
2. Extra work performed on regular scheduled work days.
3. All leave time, such as sick leave, vacation, floaters, holidays (unless the holiday falls on a scheduled day off), jury duty, and funeral leave.
4. Time charged but not worked, such as would occur as a result of taking a layoff.

The following will not be used to calculate time towards the forty (40) hour guarantee:

1. Time worked on a day off.
2. Time worked on a holiday.

**28.7 Overtime Calculation.** In calculating an employee's eligibility for overtime, the following shall be used to determine time worked towards forty (40) hours:

- A. Time worked on an employee's regular schedule.
- B. Leave time, including vacation, floaters, comp time, holidays (unless the holiday falls on a scheduled day off), and any extra work performed, including vacation, floating holiday, or comp time used as substitution for sick leave.

The total of these hours shall be added up, and when these hours exceed forty (40) hours, the employee shall be eligible for all remaining work to be paid at the overtime rate. Pyramiding of overtime premiums is not allowed.

**28.8 Allowance and Premiums.** All allowances and premiums as provided herein are to be figured on regular base rates including longevity pay and no other premium shall be paid on premium.

- A. **Mass Transit Operators.** There will be added to the above rates of pay Thirty-Five Cents (35¢) per hour all work performed between 6:00 p.m. and 6:00 a.m.
- B. **Shop Employees.** There will be added to the aforementioned rates of pay Thirty-Five Cents (35¢) per hour for all work done by shop employees on any shift other than the regular day shift.
- C. **Office Employees.** There will be added to the above rates of pay Thirty-Five Cents (35¢) per hour for all work performed between the hours of 6:00 p.m. and 6:00 a.m. and Fifty Cents (50¢) per hour for all work performed on Sundays.

**D. Sunday.** All employees performing work on Sunday shall be paid Fifty Cents (\$.50) per hour premium for all such work.

**28.9** The Employer agrees to make as many regular runs as possible out of the available work. All work or combinations of work paying forty (40) hours or more per week shall be made into regular runs and posted for a pick. Any run picked must be held until next pick.

Except as noted in this Agreement, nothing herein contained shall require the Employer to build and post said work for general pick which would necessitate the payment of a penalty.

**28.10** The Employer shall pay one and one-half (1-1/2) times the regular rates on all hours exceeding a spread of eleven and one-half (11-1/2) hours total time. Report and travel time shall be included in spread times.

**28.11** No mass transit operator working p.m. shall be booked for a.m. report with less than ten (10) hours off, unless such operator indicates his/her agreement to work.

**28.12** All operators who have been off due to sickness, injury or unexcused absence must notify the Employer of their intent to return to work no later than 2:00 p.m. of the day prior to their expected return to work. Fixed route operators who do not notify the Employer of their intent to return to work will be placed on the bottom of the rotating Extra Board when they report for work. Metro+Plus operators who do not notify the Employer of their intent to return to work may be assigned to any vacant run.

**Shop Employees.** Following absences from work, second and third shift employees must call the shop office and report their intent to return to work by 11:00 a.m. the day they are to return to work. First shift employees must call the shop office and report their intent to return to work by 3:00 p.m. the day prior to their return to work day. Employees must contact a shop supervisor, if one is available, and report their intended return to work.

**28.13** All employees shall report to and be released from duty at the Metro Maintenance and Administration Facility at 1101 East Washington Avenue or the annex as the case may be. Report and travel time shall be considered time worked.

**28.14 Check-In/Check-Out Procedures.**

**A.** The Employer shall establish a check-in/check-out procedure for all operators. This check-in/check-out procedure shall require the employee to sign in at the beginning of the shift and sign out at the end of the shift. This sign-in/sign-out must be done by the individual employee on the sheet provided by the Employer.

**B.** Visual contact must be made with the dispatcher to ensure that the operator is recorded as being present and at work on time (when dispatch office is staffed).

**C.** For reports which require operators to take a bus into revenue service from the garage, they shall be paid fifteen (15) minutes report time for the first report in each workday and ten (10) minutes report time for each subsequent report in a workday.

**28.15 Time and One-Half (1-1/2) Calculation.** All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the rates specified in this Agreement.

**Shop and Office Employees.** All time over and above forty (40) hours per workweek or eight (8) hours in one (1) day, and not paid for at time and one-half (1-1/2) under the provisions of this Agreement shall be paid for at the rate of time and one-half (1-1/2).

Regular operators shall be paid time and one-half (1-1/2) for all work performed over their regular schedule.



**28.16 Workweek/Work Day Defined.** The workweek for mass transit operators shall begin at 4:00 a.m. Sunday and continue for seven (7) twenty-four (24) hour periods. The normal workweek shall consist of forty (40) hours. The work day shall be from 4:00 a.m. to 4:00 a.m.

The workweek for shop employees will begin at 7:00 a.m. Sunday and continue on for seven (7) consecutive twenty-four (24) hour periods. The work day shall be from 7:00 a.m. to 7:00 a.m.

Full-time office employees, with the exception of the Transit Scheduling/Data Assistant shall have two (2) consecutive days off in each seven (7) day period, and their daily and weekly scheduled hours shall be eight (8) hours per day for five consecutive days, Sunday through Saturday.

Nothing in this Contract shall prohibit the Employer from instituting a four (4) ten (10) hour day workweek.

**28.17 Platform Time.** No bus operator shall be required to perform more than ten (10) continuous hours of platform time unless by mutual agreement.

No regular run shall be scheduled that is more than nine and one-half (9-1/2) hours platform time for weekdays and ten (10) hours platform time for weekends and holidays.

In those cases where an operator is working four (4), ten (10) hour shifts such runs shall not exceed ten (10) hours of platform time.

**28.18** Any mass transit operator required to or volunteering to report for any portion of a run, assignment tripper or report, shall receive no less than two and one-quarter (2-1/4) hours pay for such duty unless such work is immediately preceding or succeeding an operator's assignment.

**A.** Such guarantee time will be used in computing overtime. The term "immediately preceding or succeeding" shall mean up to thirty (30) minutes. The above two and one-quarter (2-1/4) hour minimum shall not be applicable on a piece of work built into a regular run unless an extra operator works only that piece of the regular run that is less than two and one-quarter (2-1/4) hours, including report time.

**B.** In the event of a double booking, the operator not required to perform such work shall be guaranteed the amount the run would have paid had he/she worked it. Operator displaced shall be assigned other work if such work is available and will be guaranteed the difference if any. If new assignment is greater they will be paid actual time.

**28.19 A.** For relief made on the road, the following compensation shall be paid:

<b>Departing Garage to:</b>	<b>Total Report and Travel Time</b>
East Washington & Ingersoll.....	10 minutes
Jenifer & Ingersoll.....	10 minutes
Johnson/Gorham & Ingersoll.....	10 minutes
*Capitol Square .....	15 minutes
*Campus (UW) .....	25 minutes
*North Transfer Point.....	20 minutes
*East Transfer Point .....	20 minutes
*South Transfer Point .....	20 minutes
*West Transfer Point .....	30 minutes

<b>To Garage from Bus:</b>	<b>Total Travel Time</b>
East Washington & Ingersoll .....	0 minutes
Jenifer & Ingersoll.....	5 minutes
Johnson/Gorham & Ingersoll.....	5 minutes
*Capitol Square .....	10 minutes
*Campus (UW) .....	20 minutes
*North Transfer Point.....	15 minutes
*East Transfer Point .....	15 minutes
*South Transfer Point .....	15 minutes
*West Transfer Point .....	25 minutes

For those points noted above with an asterisk (\*), Metro will provide a vehicle for transport.

- B. In the event the Employer adds additional relief points to the above schedule, the Union and Employer shall negotiate the compensation schedule and arrangements for transport, if any, to be in effect for the remaining duration of the agreement.

**28.20 Metro+Plus Guarantee and Call-In Pay.** Full-time Metro+Plus employees shall be scheduled to work not less than four (4) hours at a time, exclusive of call-ins; provided, however, any employee required to or volunteering to report shall receive no less than two and one-quarter (2-1/4) hours pay for such call in unless such work is immediately preceding or succeeding an operator's assignment.

**Shop Guarantee and Call-In Pay.** Shop employees called in to perform work in addition to their regular scheduled hours shall receive pay at the rate of time and one-half (1-1/2) with the minimum of four (4) hours of pay (call-in time).

**Office Guarantee and Call-In Pay.** All full-time employees called in to perform work in addition to their regular scheduled hours shall receive pay at the rate of time and one-half (1-1/2). The minimum call-in time shall be four (4) hours unless such work immediately succeeds or precedes regularly scheduled hours.

**Part-Time.** Part-time employees called in to perform work in addition to their regular scheduled hours shall receive a minimum of two (2) hours unless such work immediately succeeds or precedes regularly scheduled hours.

**28.21** All shop employees shall have two (2) consecutive days off in each seven (7) day period. Employees working a four (4) day workweek shall have three (3) consecutive days off in each seven (7) day period.

Shop employees may exchange days off provided the employees involved, the Employer and the Union mutually agree to such exchange.

Metro+Plus transit operators shall be allowed to trade runs or days off in the same week by mutual agreement between employee(s) and the Employer.

**28.22 Four (4) Ten (10) Hour Day Workweek.**

- A. **Vacations.** Vacations shall be picked and applied the same as for any employee working a five (5) day workweek. For purposes of vacation leave usage, a day shall constitute charging the vacation leave bank for ten (10) hours.

**Shop Employees.** single vacation days will be paid at the employee's option of ten (10) hours and forty-five (45) minutes or eight (8) hours and thirty-six (36) minutes. It is understood that employees who opt for single vacation day pay at ten (10) hours and forty-five (45) minutes will have their number of days vacation eligibility adjusted accordingly.

- B. **Paid Holidays.**

1. Employees shall be paid ten (10) hours pay at their straight time hourly rate, in addition to double time for work performed, if any, on the designated holiday. If the holiday occurs on the employee's regular day off, the employee shall be granted eight (8) hours holiday pay.
2. Employees are entitled to five (5) floating holidays to be paid at the rate of eight (8) hours per holiday. For employees on ten (10) hour shifts shall be paid ten (10) hours pay at their straight time hourly rate on a floating holiday.
3. Shop Employees on the ten and one-half (10-1/2) hour work day shifts shall be paid ten (10) hours and forty-five (45) minutes pay at their straight time hourly rate, in addition to double time for work performed, if any, for the designated holiday.

4. **Shop Employees.** Five (5) floating holidays to be paid at the rate of ten (10) hours and forty-five (45) minutes.

5. **Metro+Plus Operators.** Five (5) floating holidays to be paid at the rate of ten (10) hours.

C. **Sick Leave.** For the purposes of sick leave usage, a day shall be defined as ten (10) hours.

1. Employees shall be entitled to sick leave payments which shall be accumulative to the extent of one hundred fifty (150) days at a rate of one-half ( $\frac{1}{2}$ ) day for each bi-weekly pay period. Eight (8) hours and thirty-six (36) minutes at the employees' straight time rate shall constitute one (1) day of accumulated sickness or injury pay.

2. Shop employees participating in the four (4) day workweek shall be entitled to receive ten (10) hours and forty-five (45) minutes sickness or injury pay provided there is sufficient accumulation in his/her accumulated bank of sickness or injury pay as provided for above.

3. All references to eight (8) hours and thirty-six (36) minutes in Article 37 (Sick Leave) shall be considered at ten (10) hours and forty-five (45) minutes for all employees participating in the four (4) day workweek.

D. **Funeral Leave and Jury Pay.** For purposes of funeral leave, a work day shall be defined as ten (10) hours.

Ten (10) hours and forty-five (45) minutes shall be the rate of compensation for the purpose of funeral leave and jury pay for shop employees participating in the four (4) day workweek.

E. **Wages and Working Conditions.** All employees participating in the four (4) day workweek shall receive pay at the rate of one and one-half (1-1/2) for all time over and above forty (40) hours per week or ten (10) hours in one day.

F. It is understood that a seniority shop pick will be cause to re-evaluate this program, and may change the affected person's status.

**28.23 Acting Out of Classification Pay.** Any office employee who by assignment performs the work of a classification that falls into a pay range higher than the pay range of such employee's classification, shall receive as additional compensation Twenty Cents (20¢) per hour for each higher pay range.

In order to qualify for such pay, the following conditions must be met:

A. The employee shall completely perform one (1) or more of the key distinguishing duties of the higher classification.

B. The duties performed must be clearly outside the scope of the job duties performed by the employee claiming acting out of classification pay.

C. The employee must perform such duties as described in A above for eight (8) or more hours per day or twenty (20) or more hours per week, with acting pay to commence retroactively to the first hour of such an assignment.

**28.24 Regular Runs.** Runs with less than a thirty (30) minute break time shall be paid straight through and this total time shall be used in the computation of overtime.

All operators shall be guaranteed the number of hours in their run when they are removed temporarily from their run for other Employer business or work. When circumstances beyond the control of the Employer or the operators creates a delay in the arrival of a bus at a relief point, the operator getting off duty shall be paid actual time worked and the operator going on duty shall be paid from the scheduled time of relief to the time he/she gets off duty. In no case shall an operator who has reported for duty be

paid less than his/her regular scheduled run calls for unless such operator does not report for duty on time.

**28.25 Extra Board.** On the "Extra Board", seniority and other rights with respect to the cooperation of the "Extra Board" shall be governed by the existing "Work Rules" and the following provisions:

- A. All extra board operators shall work five (5) days in each workweek. The weekly guarantee shall be reduced eight hours for each regularly scheduled work day on which the operator lays off or is absent for any reason beyond the control of the Employer. Extra board operators, who have not made their guarantee, may be required to stand by, but will not be required to stand idly by simply for the purpose of completing their guarantee. Work performed by an operator on his/her assigned day off will not be used in computing the forty (40) hour guarantee.
- B. Extra Board Operators will rotate Sunday through Saturday. Sunday position on the Board will be based on the previous Sunday's Board. Position Monday through Saturday shall be determined by total hours of work accumulated for the week at the close of the Board on the preceding day. Fills based on eight (8) hours including hours worked, sick pay, vacation pay, and holiday pay, shall be booked from the top of the Board down. The Employer agrees to keep the spread of hours required in marking up extra board operators for extra work to as short an interval of spread as possible with a maximum of thirteen and one-half (13-1/2) hours; it being understood that bus schedules are determined by passengers, traffic requirements, and the operator hours must adjust to the bus schedule.
- C. Extra Board Operators will be assigned two (2) days off each week and will rotate on Board for day following day off. If assigned day off falls on Friday or Saturday, extra board employees will rotate on basis of Thursday's Board.
- D. Day off assignment, at Employer discretion, will be Sunday, Saturday, weekday and rotated by seniority of last day off. Twenty-four (24) hour notice of day off assignment shall be given.
- E. Extra Board operator laying off part of a day will hold spot or drop if available hours would be sufficient for drop for following day, and be charged with available hours of work during layoff period. No attempt will be made to give extra hours to compensate for time loss for any reason.
- F. Extra Board operators not assigned off, or laying off, will hold themselves available until 9:00 a.m. They will not be charged for hours passed after 9:00 a.m. unless booked prior to 9:00 a.m. After 9:00 a.m. the Employer shall notify the next operator up for time, and if not available, time will not be charged to the operator and the work will be passed on to the next operator up for time.

Extra Board operators shall call the office between 9:00 a.m. and 9:30 a.m. when booked to do so. Operators who have called the office by 9:30 a.m. and have not been assigned work must advise the dispatcher of their intent to work later in the day. Operators who will not be available can make no claim for work not offered.

- G. Extra Board operators turning down work with one (1) hour notice will be treated as laying off, except that the first operator with less than eight (8) hours work that day has first choice. If he/she refuses, the work will drop down the Operator Board until it reaches the operator with the least number of hours who will be required to accept the work. All Extra Board operators with less than eight (8) hours who refuse such work will be charged with the time.
- H. Any operator booked to work shall be paid for the amount of time the work would have paid if he/she is changed to a piece of work paying less time.
- I. In the event the rotating board is frozen, work will remain in the same order and the operators will drop one (1) slot per day with the bottom operator moving to the top of the board.

- J. In the event a regular run or runs are open for a period of three (3) days or more, the senior extra board operator shall have first choice of the run or runs open, until the regular operator returns. However, if the regular operator returns prior to the fourth day, or if he/she is off for an indefinite period and returns without notifying the Employer by 2:00 p.m., of the previous day, the regular operator in both instances will be placed at the bottom of the Extra Board until he/she is entitled to his/her own run.
- K. When the regular operator returns to his/her run, or if the run is off, the extra board operator will be placed on the extra board based on his/her accumulated hours for the week.
- L. In the event a regular operator lays off for one (1) day at a time for two (2) consecutive days, the run will rotate on the Extra Board and thereafter be open to the senior available Extra Board driver.
- M. If a regular operator lays off three (3) days, including a single day off, or four (4) days, including two (2) days off, the run will rotate on the Extra Board.
- N. The Board closes for the assignment of work at 2:00 p.m. and will be posted at 4:00 p.m. In preparing the Extra Board work assignments for the following day, the Employer will assign as standby or protect-operator the first operator who was not assigned sufficient work to rotate on the Extra Board.

**28.26 Change in Hours/Shop.** In the event a change in hours is necessitated by vacation or other predictable absence of one (1) week or more, such change will be in order of seniority and one (1) week's notice of such change shall be given the employee.

## **ARTICLE 29 - SENIORITY**

**29.1** For full-time employees, Transit Division seniority shall be defined as the most recent date of hire as a permanent full-time Transit Division bargaining unit employee. For part-time employees, Transit Division seniority shall be defined as the most recent date of hire as a part-time Transit Division bargaining unit employee. The Employer shall post and maintain a master seniority roster.

In the event two (2) or more employees enter employment with the same date of hire, the employees' placement on the "master seniority roster" shall be by draw. The employee names shall be placed in a collective device from which and by the hand of a neutral party unaffected by the outcome shall draw from the collective device one (1) name at a time until all names have been drawn. The first drawn shall be the first name added to the seniority list. The drawing of names in this manner shall be done during the training cycle.

### **29.2 Probationary Period.**

- A. All employees hired by the City of Madison for positions within the Department of Transportation Transit Division shall serve a six (6) month, calendar day, probationary period. Employment during the six (6) month, calendar day, probationary period may be terminated without recourse to the grievance procedure. However, the Employer shall not terminate probationary employees for the purpose of evading the terms and conditions of this agreement or to discriminate against union members. The Employer agrees to provide the Union with written notification of discipline and/or termination during the probationary period.
- B. The six (6) month, calendar day, probationary period will be automatically extended for employees on an authorized absence for sickness, injury, worker compensation, funeral leave or personal reasons during their probationary period. Such extension shall be equivalent to the number of days the employee is on an authorized absence. Provided however that the extended probationary period shall not, when combined with the number of probationary calendar days served, exceed the required sum total of six (6) months. Any part of a day shall be deemed to equal one (1) complete day for the purpose of this Section. The Union will be provided written notice of all extended probationary periods and the reason for such extensions.

- C. Required training for new employees shall be included in the six (6) month, calendar day, probationary period. New employees shall be granted seniority status retroactive to their first day of regular employment upon completion of the six (6) month probationary period, notwithstanding other provisions of this Agreement requiring periods of training longer than six (6) months.

### **29.3 Seniority Lists.**

- A. Seniority for main line motor coach operators, Metro+Plus (small bus) motor coach operators, shop employees and office employees shall be maintained separately, except in the event of layoff or recall, where master Transit Division seniority based on length of continuous employment in the transit division shall prevail.
- B. Unit seniority lists and the master Transit Division seniority list shall be revised/updated on January 1st and July 1st each calendar year. Such list when revised/updated shall be posted by the Employer on the employee bulletin boards where schedules and notices are posted. Discrepancies shall be reported, investigated and corrected within thirty (30) days after posting.

### **29.4 Progressive Seniority (Shop).**

- A. Progressive seniority shall prevail within the shop. That is, upon entry into each classification, the shop employee will assume the bottom position within that classification, regardless of total shop or Transit Division seniority. With the exception of entry-level utility and entry-level "C" Mechanic positions, when a new opening becomes available, the senior most qualified employee in the next lower classification will have preference for that opening. If for any reason he/she passes the promotion, the next senior employee may pick the opening and so forth. Once having let the opening pass to a lower seniority person the senior employee gives up all rights to "bump" the lower seniority employee upon entry into the same level. An employee's seniority within each classification is established by the entry date into that classification. Progressive seniority will also prevail for shift pick.
- B. All maintenance employees as of July 15, 1980, will retain shop seniority until they move to a different classification, at which time progressive seniority shall prevail.

**29.5 Seniority Terminated.** An employee shall lose seniority only by discharge, voluntary quit, or more than a five (5) year layoff. In the event of a layoff, an employee so laid off shall be given ten (10) days notice of recall mailed to his/her last known address. The employee must respond to such notice within three (3) days after receipt of notice and must actually report to work not later than seven (7) days after receipt of the certified notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

**29.6 Non-Bargaining Unit Seniority.** Employees who bid for and are selected to fill posted jobs not within the bargaining unit shall retain and accumulate seniority in the group from which they came for up to six (6) months after transfer out of the bargaining unit, after which they will have no further seniority in the bargaining unit.

**29.7** Any employee transferring from one unit to another, i.e., main line motor coach operator, Metro+Plus (small bus) motor coach operator, shop, or office, shall continue to accumulate seniority in the unit from which they came for six (6) months, and during such time shall also accumulate seniority in the unit to which they have transferred. In either event, after six (6) months, their status shall be established either as main line motor coach operator, Metro+Plus (small bus) motor coach operator, office employee or shop employee as the case may be. Employees who decide to transfer from one unit to another will be required to remain and work in their new unit for a full six (6) months. At the end of this six (6) month period, the employee will have the option of staying permanently in his/her new position, or returning to his/her original unit. Employees who are on such a trial period will be required to give the Employer at least two (2) weeks notice in writing prior to the end of their six (6) month trial of their intent either to remain in their new position or return to their original unit. In cases of promotion or transfer to positions within the office, the employee shall serve a trial period of six (6) months following the date of promotion or transfer during

which time the employee shall be entitled to return to his/her former position without loss of seniority if either the employee or the Employer so decides. If a vacancy occurs in either the main line motor coach operator, Metro+Plus (small bus) motor coach operator, office or shop units after an employee completes the above mentioned six (6) month trial period, the employee may bid for the vacancy but will lose his/her unit seniority.

### ARTICLE 30 - PART-TIME

- 30.1** Part-time mass transit school bus employees are employees primarily engaged in the operation of "school dodgers" and are primarily responsible for the transportation of students to and from school. Part-time employees will perform no work other than school dodgers; part-time employees will perform no work normally and regularly assigned to a full-time transit operator. Part-time employee(s) are limited to the operation of their "pick" per the school schedule calendar.
- 30.2** In the event the Employer and the Board of Education enter into an agreement in which the Employer, operating as a common carrier, would transport children to various schools, a part-time School Extra Board would be established not to exceed fifteen percent (15%) of the permanent full-time operator positions in the transit budget.
- 30.3** Part-time mass transit school bus operators will work only when school is in session. Part-time mass transit school bus operators shall not be eligible to perform any work, other than school bus runs assigned to the School Extra Board, inclusive of runs created by early dismissal of school and Section 30.7. And if such occasion should occur, senior eligible employees shall be paid for the time so spent. However, full-time operators may perform work which is assigned to the School Extra Board.
- 30.4** Part-time mass transit school bus operators shall operate on special routes to provide direct limited service, where no direct regular service is available, along regularly established routes necessitated by overloading of regularly scheduled buses.
- 30.5** Part-time mass transit school bus operators shall have separate seniority that operates within their seniority group only. Part-time school bus operators shall have the right to bid for other Madison Metro vacancies subject to the provisions of this Agreement.
- 30.6** Part-time mass transit school bus operators have a one (1) hour guarantee, ten (10) minutes for each report time with the same hourly wage as regular operators. In addition, part-time mass transit school bus employees are covered by Worker's Compensation, Unemployment Insurance, Felonious Assault Insurance and participation in the Wisconsin Retirement System. The benefit provisions of the Agreement such as holidays, sick leave, vacation, jury duty, etc., shall not be extended to part-time employees; however, they shall be entitled to non-economic benefits such as grievance and arbitration, discipline, suspension and related provisions. Part-time mass transit school bus operators shall be provided health and welfare benefits in accordance with Article 23 of this Agreement.

No part-time mass transit school bus operator shall be eligible for any benefits under this Agreement except the wages specified, except when the part-time employee works more than eighty-six (86) hours per calendar month and except as provided for herein.

- 30.7** Part-time transit operators may also be used to supplement regular route service, but not to supplant it. Supplemental regular route service shall be defined to mean providing transportation service under circumstances which prohibits the full-time employee from picking up passengers along a route (overloads), mechanical breakdown, and as a back-up to a transit operator where (when) schedules cannot be maintained due to road construction or inclement weather provided, however, where the amount of additional time worked under this Section is within one (1) hour of their normal scheduled trip.
- 30.8 Office Employees.** Part-time office employees are herein defined as employees regularly scheduled to work twenty (20) hours to thirty (30) hours in each workweek. Part-time employees shall be entitled to Worker's Compensation, Unemployment Insurance, Felonious Assault Insurance, participation in the Wisconsin Retirement System and all non-economic benefits of the Agreement. Immediately upon

completion of the probationary period, all part-time office employees shall be entitled to a fifty percent (50%) pro rata share of vacation, paid holidays, sick leave, the Employer health insurance contribution and all other fringe benefits provided by the Labor Agreement.

**30.9 Shop Employees.** The Employer is permitted three (3) part-time positions in the shop that shall not require payment of fringe benefits except health insurance in accordance with Article 23 of this Agreement. Part-time service worker employees shall work no more than five (5) hours per day or fifteen (15) hours per week, and in the event they do, full-time shop employees shall be eligible to claim pay for said excess.

When school is recessed for the summer, the two (2) part-time shop employees may be full-time employees in the service classification only. There shall be a shift pick posted for service classifications and bid by progressive seniority within the classification.

No part-time shop employee shall be eligible for any fringe benefits under this Agreement except for wages and health insurance specified herein, except when the part-time employee works more than eighty-six (86) hours per calendar month, when said employee shall be entitled to all fringe benefits provided under this Agreement.

Part-time bus cleaner employees shall work no more than seven and one-half (7.5) hours per day or fifteen (15) hours per week, and in the event they do, full-time shop employees shall be eligible to claim pay of said excess.

**30.10 Metro+Plus Employees.** The number of part-time Metro+Plus operators shall not exceed fifteen percent (15%) of the number of full-time Metro+Plus operators. Part-time Metro+Plus operators have a two (2) hour guarantee for each report time with the same hourly wage as regular operators. All part-time Metro+Plus operators will be provided with employee and family bus passes provided in Article 17, Section 17.3. In addition, part-time Metro+Plus operators are covered by Worker's Compensation, Unemployment Insurance, Felonious Assault Insurance and participation in the Wisconsin Retirement System. The benefit provisions of the Agreement such as holidays, sick leave, vacation, jury duty, etc., shall not be extended to part-time Metro+Plus employees; however, they shall be entitled to non-economic benefits such as grievance and arbitration, discipline, suspension and related provisions. Part-time employees shall be provided health and welfare benefits in accordance with Article 23 of this Agreement.

No part-time Metro+Plus employee shall be eligible for any benefits under this Agreement except the wages specified, except when the part-time employee works more than eighty-six (86) hours per calendar month and except as provided for herein.

**30.11 Part-Time to Full-Time.** Part-time operators appointed to a full-time transit operator position or Metro+Plus operator position shall serve a six (6) month, calendar day, probationary period. Employment during the six (6) month calendar day probationary period may be terminated without recourse to the grievance procedure. However, the Employer shall not terminate probationary employees for the purpose of evading the terms and conditions of the Agreement or to discriminate against union members. The Employer agrees to provide the Union with written notification of discipline and/or termination during the probationary period.

It the event a probationary part-time operator is appointed to a full-time operator position or Metro+Plus operator position prior to completion of the initial six (6) month calendar day probationary period, the promotional six (6) month calendar day probationary period shall be served concurrently with the initial probationary period.

**30.12 Uniforms.** Part-time transit operators shall be provided with two (2) shirts, one (1) jacket, and one (1) cap.

## ARTICLE 31 - RETIRING FULL-TIME EMPLOYEES

**31.1** When an individual retires in accordance with the terms and conditions of the Labor Agreement from full-time employment, the employee shall be eligible to continue to work as part-time transit operators.



- 31.2** Individuals continuing in this capacity shall fulfill the Wisconsin Retirement System requirements that they not work for a period of time after their official full-time employment retirement date.
- 31.3** Once an employee has fulfilled the "time off" requirement of the Wisconsin Retirement System, staff wishing to continue as part-time mass transit operators shall do so at the step and longevity the employee was at upon retirement from full-time employment.
- 31.4** The individual shall return as a part-time mass transit operator in accordance with the terms and conditions of the Labor Agreement between the parties.

## **ARTICLE 32 - UNIFORMS**

### **32.1 Maintenance/Shop Employees.**

- A.** Shop employees will be provided eleven (11) uniforms through a rental service at no cost to employees. Such uniform as replaced shall be identified by the employee's first name and last initial.
- B.** Coveralls and foul weather gear will be made available for shop employees for cold weather work outside, including heavy jackets with hoods for cold weather work. Each shop employee shall be issued two (2) jackets.
- C.** The Employer will provide heavy duty rubbers for those maintenance employees who work in the Service Area and outside.
- D.** The Employer will provide safety vests for those maintenance employees who require them for outside service work.
- E.** Employees may elect to wear plain tee shirts in place of standard uniform shirts. Official Teamster tee shirts or official Madison Metro tee shirts will be the only other acceptable tee shirts. Tee shirts will not be furnished or laundered by Madison Metro.
- F.** Utility workers assigned to work outdoors, service workers, janitors and bus cleaners may elect to wear shorts between the months of May and October when the outside temperature is expected to be 70° or above. Shorts may not be worn when working with landscaping equipment, steamers or harsh chemicals. Shorts will not be furnished or laundered by Madison Metro.

### **32.2 Office Employees.**

- A.** The Maintenance Office Coordinator shall be provided uniforms consisting of seven (7) pants, seven (7) shirts and two (2) smocks through a rental service at no cost to the employee.
- B.** Parts Specialists I and II shall be provided uniforms consisting of eleven (11) pants and eleven (11) shirts and two (2) shop jackets through a rental service at no cost to the employees.

### **32.3 General Provisions.**

- A.** The Employer agrees to replace individual uniform items when the Employer determines that the condition of such items warrant replacement.
- B.** Except as set forth elsewhere in this Article, employees will be responsible for and will assume the cost of repair and cleaning of all individual uniform items.

- 32.4 Fixed Route Motor Coach Operators.** The Employer agrees to furnish for operators a winter jacket, three (3) pair of trousers (wash and wear if available, of a midweight, for year-round use), three (3) summer and three (3) winter shirts, also a cap if required. Long sleeve jacket liners will be furnished if requested. Uniform caps will be furnished by the Employer if requested, but will be worn at the employee's option, but if a cap is worn it must be a regulation uniform cap. Only emblems authorized by the Employer and the approved Teamster emblem may be worn on the uniform.

**32.5 Metro+Plus Motor Coach Operators.** The Employer agrees to furnish drivers with two (2) jackets, one (1) of which shall be a winter jacket, a winter cap, six (6) shirts, four (4) trousers and one (1) raincoat. The Employer shall have final authority regarding the selection of said uniform items following consultation with the Union. Only emblems authorized by the Employer and the approved Teamster emblem may be worn on the uniform.

### ARTICLE 33 - TRAINERS

**33.1 Mass Transit Trainer.** No mass transit operator shall be required to serve as a new employee trainer or route familiarization trainer. However, drivers desiring to instruct students shall place their names on a sign-up sheet.

**Shop Employee Trainer.** No shop employee shall be required to serve as an instructor, however, qualified shop employees desiring to instruct trainees shall place their names on a sign-up sheet. When selected for instructor duties, such employees will be paid Seventy-Five Cents (75¢) per hour upon proper completion and submission to the Employer of evaluation reports consistent with the shop training program. Only those training programs that have been mutually agreed upon and properly documented by the parties will be eligible for instructor pay. The Employer will continue to work with the shop training committee to create authorized training programs.

**33.2 Route Familiarization Trainers.** The sign-up sheet for route familiarization trainers shall be posted annually during the first two (2) weeks in December after which the posting will close and be summarily removed by an agent of the City. The City will thereupon determine from the sign-up sheet the mass transit operator(s) who shall serve. The City shall post prior to the end of the month, in conspicuous places throughout the facility, the listing of employees duly selected, a copy of which shall be simultaneously conveyed via electronic means to the Union. Mass transit operators duly selected shall be required to serve as an instructor or trainer for the period encompassed by the posting, namely January 1st through December 31st. Overlap shall error to the favor of the student before the trainer(s) is excused of the duty to serve by way of the subsequent posting.

Mass transit operators shall be selected by the City in strict conformance with seniority relative to the employee meeting the following criteria:

- A. A minimum of twenty-four (24) months of services;
- B. No more than two (2) chargeable or preventable accidents in a twelve (12) month period;
- C. No more than seven (7) lateouts in a nine (9) month period; and,
- D. A suitable performance history.

Any trainer who during the period of service as a trainer falls out of meeting the minimum criteria shall be relieved of training responsibilities until such a time as they return to compliance with the criteria.

**33.3 New Employee Trainers.** New employee trainers shall conduct the initial training of newly hired operators in the use of transit equipment, safe operation, defensive driving techniques, mobility device securement and customer relations. The sign-up sheet for new employee trainers shall be posted on an as needed basis. When needed a sign-up sheet shall be posted for two (2) weeks after which the posting will close and be summarily removed by an agent of the City. The City will thereupon determine from the sign-up sheet the mass transit operator(s) who shall serve. The City shall post prior to in conspicuous places throughout the facility, the listing of employee(s) duly selected, a copy of which shall be simultaneously conveyed via electronic means to the Union. Mass transit operators duly selected shall serve as a trainer on a permanent basis until they resign as a trainer or no longer meet the new employee trainer selection criteria listed below. The new employee trainers shall be selected by the City.

This group of trainers shall consist of a maximum of eight (8) operators who possess and maintain the following criteria:

- A. A minimum of five (5) years of service;
- B. No more than two (2) chargeable or preventable accidents in a twelve (12) month period;
- C. No more than four (4) lateouts in a nine (9) month period;
- D. A suitable performance history (pass a road test, dress code, attitude, complaint history, attendance).

Any trainer who during the period of service as a trainer fails to maintain the minimum criteria shall be immediately relieved of training responsibilities until such time as they return to compliance with the criteria. In the event that a new employee trainer fails to maintain the minimum criteria a second time, he/she shall be permanently removed as a new employee trainer.

**(b) Operator Instructors.** Operator Instructors shall conduct the initial classroom and behind the wheel training of newly-hired employees in preparation for their "CDL" driving exam. Operator Instructors shall conduct classroom and additional instruction in subject matter established by the Training Supervisor to prepare employees for transit service. A sign-up sheet for Operator Instructors shall be posted on an as-needed basis. When needed, a sign-up sheet shall be posted for two (2) weeks after which the posting will close and be summarily removed by an agent of the City. The City will thereupon determine from the sign-up sheet the mass transit operator(s) who shall serve. The City shall post prior to in conspicuous places throughout the facility, the listing of employee(s) duly selected, a copy of which shall be simultaneously conveyed via electronic means to the Union. Mass transit operators duly selected shall serve as an Operator Instructor on a permanent basis until they resign as an Instructor or no longer meet the Operator Instructor selection criteria listed below. The Operator Instructors shall be selected by the City.

This group of Instructors shall consist of a maximum of eight (8) operators who possess and maintain the following criteria:

- A. A minimum of five (5) years of full-time, fixed-route service;
- B. No more than two (2) chargeable or preventable accidents in a twelve (12) month period;
- C. No more than four (4) lateouts in a nine (9) month period;
- D. A suitable performance history (pass a road test, dress code, attitude, complaint history, attendance).

Any Instructor who during the period of service as an Instructor fails to maintain the minimum criteria shall be immediately relieved of Instructor responsibilities until such time as they return to compliance with the criteria. In the event that an Operator Instructor fails to maintain the minimum criteria a second time, he/she shall be permanently removed as an Operator Instructor. The Training Supervisor may permanently remove an Operator Instructor for repeated failure to comply with established instruction practices and/or unauthorized deviation from required subject matter.

**33.4 Trainer Pay.** When selected for instructor duty such mass transit operator will be paid an additional Seventy-Five Cents (75¢) per hour upon the proper completion and submission to the Employer of evaluation reports of the student's ability.

**Operator Instructor Pay.** When selected for instructor duty, such mass transit operator will be paid an additional One Dollar and Twenty-Five Cents (\$1.25) per hour upon the proper completion and submission to the Employer of evaluation reports of the student's ability.

**33.5 Insufficient Number of Trainers.** In the event that a sufficient number of trainers does not exist, students will be allowed to ride with regular mass transit operators who do not elect to be instructors and said mass transit operators will not receive instructor's pay. The Employer will make every effort to assign students with mass transit operators who have volunteered to be instructors.

**33.6 Employer/Trainer Responsibility.** Student operators shall be checked out as drivers for not more than three (3) days by the Employer supervisor before being assigned to a driver instructor. The instructors will

be furnished a checklist by the Employer on which said instructors can evaluate the student's abilities. If the student appears incapable the driver then reverts the student back to the supervisor for more instruction and evaluation.

**33.7 Light or Limited Duty Operators.** Notwithstanding any of the foregoing to the contrary, mass transit operators restricted to light or limited duty as the result of work related illness or injury may be assigned to instruct student operators in non-revenue service for the purpose of route familiarization. Route familiarization instruction shall not be used to subvert instruction procedures set forth in this Agreement.

**33.8 Training Complete.** When fixed route students finish training they will be added to the Extra Board based upon accumulated hours for the week. Metro+Plus students who have completed their training may be assigned to any vacant Metro+Plus run.

#### **ARTICLE 34 - LAYOFF AND RECALL**

**34.1** In the event of a layoff, the employee(s) with the least Transit Division seniority in the effected job classification shall be displaced first. Such displaced employee(s) may on the basis of seniority and provided the displaced employee is qualified for and has the ability to do the work, displace the most junior employee in any job classification. Training or retraining will be made available if required by the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

Shop employees displaced as a result of a reduction in the work force who may be eligible to bump employees with less Transit Division seniority in a lower job classification shall enter the lower job classification at the top progressive seniority position.

**34.2** No full-time employee(s) shall be laid off if such employee(s) is qualified for and has the ability to perform the work of any part-time employee employed in any position classification.

**34.3** In the event of layoff, the Employer shall post a notice to all employees and mail a copy of said notice to the Union not less than thirty (30) days in advance of the date on which it is anticipated by the Employer that a reduction in the work force will occur. The notice shall state specifically the date on which the layoff will occur and the Employer's reason for the decision to lay off.

**34.4** The Joint Labor-Management Committee shall convene within ten (10) days following the date on which the notice of layoff was issued for the purpose of facilitating an orderly and accurate bumping procedure for employees affected by the layoff.

**34.5 Recall.** When it becomes necessary to increase the work force, the employees will be returned to work in the reverse order of layoff provided they are qualified to perform the work available.

**A.** Employees recalled to work shall be given ten (10) days notice by certified mail mailed to the last address appearing on the Employer's records. The employee must respond to such notice within three (3) days after receipt thereof and must actually report to work not later than seven (7) days after receipt of the certified notice unless otherwise mutually agreed.

**B.** In the event the employee has failed to keep the Employer informed of his/her current mailing address and/or fails to respond to the certified notice of recall, the employee shall lose all recall rights under this Agreement.

**34.6** The provisions of this Article shall not be construed to restrict the Employer's decision to reduce the work force nor shall it be construed as a waiver of employee rights, privileges and benefits to which employees may otherwise be entitled pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

**34.7 Short-Term Layoffs.**

**A.** Layoffs not to exceed four (4) weeks in a calendar year shall not be subject to the bumping process. Such layoffs shall occur in one (1) week increments.

- B. Such layoffs may utilize volunteers.
- C. Should there be no volunteer, a layoff pursuant to this Section shall be on the basis of general seniority with the least senior employee within the appropriate unit affected being laid off first. The units within the Transit Division are defined as fixed route operators, Metro+Plus small bus, shop and office.
- D. Such layoff shall not affect accrual of vacation, sick leave, longevity, or seniority, nor shall the City alter its contributions for any benefits.
- E. No less than two (2) weeks notice will be given to the affected employees for a layoff of one (1) week; four (4) weeks notice for a layoff of two (2) weeks to four (4) weeks unless extraordinary circumstances require less notice.
- F. The parties shall meet within one (1) month of ratification to develop implementation procedures for this Section.

### **ARTICLE 35 - JOB BIDDING**

**35.1** Employees will be notified of any new position or vacancy to be filled by the Employer and such new position or vacancy will be posted on the bulletin board.

**Shop Posting.** Notice of non-supervisory vacancies shall be posted on the bulletin board for a period of four (4) work days before the vacancy is filled. Employees interested in such posted jobs shall sign the posted notice. Qualifications being reasonably equal among those employees in the next lower classification who have met the minimum qualifications, seniority shall apply in filling vacancies. After the new employee is hired, the "work schedule" shall be posted immediately and will be picked by seniority in that classification. Minimum qualifications must be reasonably related to the job. The provisions of this section shall not apply to entry-level "C" mechanic and entry-level utility positions.

**Office Posting.**

- A. The Employer shall post notices of all permanent position vacancies in classifications of work covered by this Agreement. The Employer may decide not to fill a vacancy or pending vacancy and shall notify the Union of such intentions. Vacancy notices shall be posted on all bulletin boards used by unit employees and such other places as the Employer decides. Such notices shall be posted for at least five (5) working days which days shall be in two (2) separate weeks before the final date of acceptance of applications. Notices shall be as informative as is reasonably possible. When minimum qualifications are required of applicants, such information shall be provided on the job position notice. Minimum job qualifications must be reasonably related to the job.
- B. In the event that an employee holding a permanent position shall have secured a leave of absence of at least six (6) months or in the event that it is anticipated that an employee may be absent because of illness or injury for six (6) months, such vacancy thus created either directly or indirectly shall be posted as a temporary vacancy consistent with Paragraph "A" above. The Employer shall have the option to fill or not fill such vacancies.
- C. Such temporary vacancies shall be filled in the same manner as "permanent" position vacancies and employees filling such position vacancies shall in all ways be treated as other full-time employees except that such employees shall have the title of "acting" added to their job title. Should the employee holding permanent status in that position return to work in that position, the "acting" employee, if said employee held a position with the City immediately prior to the temporary appointment, shall return to that position, and pay and other benefits to that employee shall be as though no temporary appointment had taken place. In the event that it is determined that the "permanent" employee will not return, the "acting" employee will become the permanent employee.
- D. The Employer agrees to provide the Union with written notice prior to creating any new job titles within the office, exclusive of managerial, professional, confidential and/or supervisory positions. The parties shall, within ten (10) days of such notice, enter into negotiations to establish a wage rate for the new

position(s), and in the event no agreement is reached the dispute may be first submitted to the WERC for mediation and, failing resolution, may be submitted by either party to arbitration pursuant to Article 8 of the Agreement. The arbitrator shall be limited to selecting the proposed wage rate of one (1) of the parties.

- E. In case a convalescent office employee is able to work limited periods of the day, every effort shall be made to allow the employee to work such hours as he/she can handle.
- 35.2** Operators and shop employees promoted or transferred into another classification shall enter that classification at the same progression step held immediately prior to the promotion or transfer.
- 35.3** Office employees promoted into a classification with a higher rate of pay shall be placed at the nearest salary step of the higher classification which provides for a five percent (5%) increase in the employee's base rate of pay. Office employees transferred into a classification with the same rate of pay shall enter that classification at the same progression step held immediately prior to the transfer.
- 35.4** In the event that any shop employee holding a permanent position shall have secured a leave of absence of at least three (3) months or it is anticipated that an employee will be off on long term illness exceeding sixty (60) days, such vacancy thus created either directly or indirectly may be posted as a temporary vacancy. If the Employer so decides to fill the vacancy, such temporary vacancies may be filled in the same manner as "permanent" position vacancies and employees filling such position vacancies shall in all ways be treated as other full-time employees except that such employees shall have the title of "acting" added to their job title. Should the employee holding permanent status in that position return to work in that position, the "acting" employee, if said employee held a position with the Employer immediately prior to the temporary appointment, shall return to that position, and pay and other benefits to that employee shall be as though no temporary appointment had taken place. In the event that it is determined that the "permanent" employee will not return, the "acting" employee will become the permanent employee.
- 35.5** When there is a vacancy in the day shop or an increase in personnel in the day shop, the senior night employee shall be permitted to advance to the day shop except in case an expert is needed temporarily. Provisions may be made for training new employees in the day shop before going on night shift for a period not to exceed six (6) months. Senior day employees shall not be rotated to night shift if qualified junior employees are working days.
- 35.6** Junior shop employees who have advanced to maintenance classification cannot be bumped back to a lower classification by senior shop employees who had passed their opportunity to advance to a higher classification.
- 35.7 A.** Recruitment for job position vacancies for office, full-time main line motor coach operators, entry-level utility and entry-level "C" Mechanic positions shall be open and competitive. In the event that a bargaining unit member(s) applies for one of the above mentioned positions, at least the most senior bargaining unit member(s) equivalent to the number of positions to be filled who meets the minimum qualifications required at the time of application for the position shall be included on the City of Madison Human Resource Department Certification Hiring Request form.
- B.** When recruitment is restricted to current bargaining unit members, full-time employees have preference over part-time employees, and part-time employees have preference over new hires.

## **ARTICLE 36 - FUNERAL LEAVE**

- 36.1 A.** All employees will be granted paid funeral leave of three (3) consecutive scheduled work days for necessary absences from work caused by death in an employee's immediate family. Immediate family shall be limited to husband, wife, children or stepchildren, mother, father, stepmother, stepfather, brother, sister, legal guardian, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandmother and grandfather.
- B.** In the event of the death of a member of the employee's family, other than those set forth in Section A, leave may be granted at the discretion of the Transit General Manager or designated representative

and such leave shall be charged to accrued leave. In the absence of any accrued leave, time off shall be charged as leave without pay.

- C. Death of other relatives and friends: Employees shall be entitled to leave without pay to act as pallbearer; one (1) day when interment takes place out of town; one-half (½) for interment in town; such time off may be charged to accrued leave due the employee. In the absence of any accrued leave, time off shall be charged as leave without pay.
- D. Employees who have designated a family partner pursuant to rules and procedures established by the Mayor shall be entitled to the leave established in Section A in the event of the death of the family partner or that partner's relatives defined in Section A above.

**36.2** For each day the employee is eligible for funeral leave pay:

- A. Fixed route operators and Metro+Plus operators will be paid a minimum of eight (8) hours pay or their scheduled run time (not including report and travel or check-in time) at their straight time hourly rate of pay, whichever is greater, for each day of paid funeral leave.
- B. Extra Board operators will be paid eight (8) hours pay at their straight time hourly rate of pay for each day of paid funeral leave. Hours will be used in equalization and forty (40) hour weekly guarantee.
- C. Shop employees will be paid eight (8) hours and thirty-six (36) minutes or ten (10) hours and forty-five (45) minutes at their straight time hourly rate of pay, as the case may be, for each day of paid funeral leave.
- D. Office employees will be paid eight (8) hours at their straight time hourly rate of pay for each day of paid funeral leave.

**36.3** Paid funeral leave shall be considered as time worked for the purposes of computing weekly overtime.

### **ARTICLE 37 - SICK PAY, HOLIDAYS AND VACATIONS**

**37.1** Employees may accumulate up to a maximum of 150 days (except as provided for in Section 37.10 below), at the rate of one-half (1/2) day per bi-weekly pay period. For purpose of accumulation, a day is defined to mean eight (8) and 36/60 hours for a shop employee, eight (8) hours for full-time Transit Operators, full-time Metro+Plus and office employees.

**37.2** Upon presentation of a doctor's certificate, or other proof of illness or injury if no doctor is in attendance, employee shall be entitled to receive sick leave benefits for each scheduled work day of absence due to sickness or off-the-job injury up to an amount equal to his/her sick leave balance beginning with the first day of illness or injury. Ill or injured employees shall receive sick leave benefits only for scheduled work days. All employees shall also be entitled to receive sick leave benefits due to the sickness or injury of a member of the employee's immediate family. Immediate family is defined in Article 36 and includes the employee's family partner. Such sick leave benefits are subject to the same terms and conditions set forth in Section 37.4(a) for sick leave absences of employees themselves.

Eight (8) and 36/60 hours at the shop employee's straight time rate shall constitute one (1) day of sickness or injury pay, eight (8) hours of office employees. For full-time Metro+Plus and Transit Operators in general, employee will be charged the exact amount of sick time equivalent to what the employee would have worked had the employee worked but for the sick leave, provided, however, employee for subsequent days sick would be allocated eight (8) hours of sick pay for those occasions when it can not be determined what the employee would have worked had the employee worked but for the sick leave.

**37.3 A.** Where an employee does not receive benefits from the Disability Income Protection Plan or Worker's Compensation, he/she will receive sick leave benefits pursuant to Article 37, Section 37.1 above.

- B.** Employees eligible for the Disability Income Protection Plan provided for in Section 23.7 shall receive benefits in accordance with said Plan. Sick leave benefits, if any, provided in Article 37, Section 37.1 will be paid in conjunction with the Plan.
  - C.** Employees eligible to receive Worker's Compensation benefits pursuant to Article 16 shall, upon proper notice in writing to the Employer, be entitled to receive sick leave benefits up to an amount, when combined with the Worker's Compensation benefit, not to exceed the employee's net pre-injury rate of pay, and not to exceed the employee's cumulative sick leave balance.
- 37.4 A.** The Employer may require a valid doctor's certificate of illness or injury for all sick leave absences in excess of forty-eight (48) hours in a calendar year for full-time fixed route operators, Metro+Plus operators and office employees, and in excess of fifty-one (51) hours in a calendar year for shop employees, exclusive of absences which are related to a major illness or injury or supported by a valid doctor's certificate of illness or injury. The Employer may require a valid doctor's certificate of illness or injury for all sick leave absences in excess of twenty-four (24) hours in a calendar year for part-time employees. Failure to provide such a required doctor's certificate shall result in the employee being recorded as leave without pay for the period in question. Employees who fail to provide the required doctor's certificate for sick leave absences in excess of the hour limitations set forth above may be subject to disciplinary action, including discharge, when the number of days recorded as absent without pay exceed six (6) in a calendar year, or three (3) in a calendar year for part-time employees. Employees are cautioned that any use of sick leave when not sick or injured shall be considered sufficient cause for disciplinary action including discharge.
- B.** Absences which exceed six (6) days (or three [3] for part-time employees) in any twelve (12) month period and which are not related to major illness or injury (such as heart attack, stroke, Worker's Compensation, broken bones, etc., but does not include colds, flues, viruses, etc., of a minor nature) shall be cause for the Employer to conduct an investigation as to the fitness of an employee to continue employment with the Employer. Such examination into fitness may include both mental and physical examination, and may also include professional counseling (such as provided by the Dane County Mental Health Agency). Where no medical evidence supports excessive absences, the employee shall be subject to disciplinary action up to and including discharge from employment. Nothing contained herein shall preclude the Employer from conducting medical examinations of its employees in accordance with Article 12 of this Agreement.
- 37.5** Employees may voluntarily submit a valid doctor's certificate of illness or injury for any absence from work due to illness or injury. This doctor's certificate must be accompanied by a certificate of illness or injury signed by the employee. The rights of the parties to further medical information will be in accordance with the Labor Agreement and applicable law.
- 37.6 A.** To prevent the employee from being charged with an unexcused absence, the employee must complete the Employer's "employee certificate of illness or injury" form within one (1) scheduled work day (day 1, count 1) of return to work and turn it in to the Employer.
- B.** In addition, if a doctor's certificate is submitted voluntarily or is required to be submitted, said doctor's certificate must be submitted within one (1) scheduled work day of return to work. The doctor's certificate is to be submitted simultaneously with the employee's certificate of illness or injury.
  - C.** The employee certificate must be completed and the doctor's certificate submitted as specified above prior to the authorization of pay for sick leave.
- 37.7** For an employee to be eligible for sick leave pay, he/she must notify the Employer personally at least thirty (30) minutes prior to the employee's report time except in cases of proven emergency.
- 37.8** As defined by the Federal Pregnancy Discrimination Act, the Employer agrees that pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom, and any other temporary disability resulting therefrom shall be treated as any other personal illness or disability for all job-related purposes,



including duration and extension of leave, and any other fringe benefit or service offered to employees by virtue of their employment.

- 37.9** Employees who retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed one hundred sixty-three (163) working days compensation computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board.

Every employee who retired or who is disabled, as described herein, shall have the option to either:

- A.** Receive the cash value of accumulated sick leave at the time of their retirement or disability; and/or,
- B.** Have all, as determined by the Employer, of the value of the accumulated sick leave placed in a post-retirement sick leave conversion medical reimbursement plan. The value of accumulated sick leave (to be allocated) must be at least Two Thousand Dollars (\$2,000.00) at time of retirement or disability. Elections cannot be changed after retirement. If the Employer selects the establishment of a post-retirement sick leave conversion medical reimbursement for the employee, the account will earn interest at the average rate of three percent (3%). Interest will be credited once a year based on the average amount in the account during the year. Upon the death of the retiree, any funds remaining will be paid to any qualified beneficiary or dependent or if there is no qualified beneficiary or dependent, any remaining funds will be awarded to the estate.

The City has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan, hereinafter referred to as the "Medical Plan" and a Governmental 401 (a) Special Pay Plan, hereinafter referred to as the "Retirement Plan", collectively the "Plans", to allow retiring City employees represented under terms of collective bargaining agreements with the Union to convert accumulated sick leave into supplemental retirement benefit on a mandatory basis.

The Plans are intended to allow some flexibility in the conversion of the accumulated sick leave for personal use following retirement from active employment with the City. The City will apply the formula (see indented paragraph) to convert a retiring Teamster's unused accumulated days of sick leave or extra retirement pay into a known quantum value in terms of dollars and cents.

Total hours of accumulated sick leave times prevailing rate of pay plus any longevity in effect at the time of retirement.

Within thirty (30) days of receiving written notification of employee intent to retire, the City will elect the form in which the retiring employee will receive the cash benefit. Each employee will undergo an "exit interview" wherein the Employer determines the retiree's needs based upon objective verbal questionnaire. The benefit can only be paid to the retiring employee in one of the forms set forth in this Agreement. In making the election, the City will consider several established factors, including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra pay, retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City will conduct the "exit interview" and give written notice to the retiring employee of the election made by the City to the benefit of the retiring employee, all within the same thirty (30) day period that commenced with the retiring employee's written notification to the City, as specified herein.

Eligible retiring employees will be paid the benefit in one of the forms described below:

- 1.** City will make contribution to the "Prime Trust" or the Medical Plan Trust for the benefit of the retiring employee to pay for health insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The expense of funds will continue until fully exhausted by the retiree or their qualified dependent beneficiaries. Or,

2. City will make a contribution to the Retirement Plan Trust and/or 457(f) Qualified Deferred Compensation Plan in the case amount of the benefit, which will be paid to the retiring employee according to the terms of the selected Plan.

The City is Plan Administrator. City agrees to meet and confer at such time reasonable to the Parties to any future amendment or modification being made to the Plan. City, as Plan Administrator, will have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and eligibility of any person to participate in the Plan. This all being subject to the City's duty under the Municipal Employment Relations Act (MERA), with the Union as the sole and exclusive bargaining representative on behalf of the bargaining unit as that unit is described in the Labor Agreement. City will give reasonable advance notice of the availability and terms of the Plan to employee employed by the City and who are covered under terms of the collective relationship with the Union and will keep accurate records of all benefits paid under the Plan.

All terms expressed herein will be deemed to include the masculine and feminine and neutral genders and all references to the plural will be deemed to include the singular and visa versa, all as proper construction will dictate.

This Agreement, defined here to mean §37.9, does not specifically enlarge or diminish the employment rights of any employee nor does it confer any specific right upon any employee to be retained in the service of the City or the Transit Division.

The Plan will be constructed and enforced according to the laws of the State of Wisconsin, where City is located. City will honor its lawful obligation under MERA and the Parties' Labor Agreement as that Labor Agreement may be modified from time to time.

By entering into this Agreement, defined to mean §37.9, City and the Union agree one with the other that any Teamster-represented employee retiring on or after the execution of this Agreement will participate in the Post Retirement Sick Leave Conversion Medical Reimbursement Plan or the City's Governmental 401(a) Special Pay Plan. It is to the intent of the Parties to modify the language of §37.9 to comport with the terms of the executed Agreement by incorporating provisions of this Agreement into the subsequent Labor Agreement between the Parties as the Parties may be disposed to do.

Upon the death of the retiree, any funds remaining will be paid to the designated beneficiary or to the estate.

- 37.10 A. Employees earning sick leave in excess of one hundred fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times one hundred percent (100%) of any unused excess days, which payment is to be made on the pay day immediately preceding December 25th.
- B. In event of death while employed by the Employer, any accrued unused sick leave shall be added to the last pay due the employee.

#### **PAID HOLIDAYS**

- 37.11 A. Full-time fixed route operators and full-time Metro+Plus operators shall be paid eight (8) hours pay and all full-time shop employees shall be paid eight (8) and 36/60 hours pay inclusive of longevity at their straight time hourly rate, in addition to double time compensation for work performed, if any, for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day*	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Fourth of July	Christmas Day

Five (5) Floating Holidays each calendar year (to be taken as holidays, or at the employee's option in the form of additional straight time pay at such time as the employee desires). All employees must complete one year of full-time service before being eligible for floating holidays.

\*Employees required to work on Martin Luther King Jr. Day and the day after Thanksgiving shall receive additional floating holiday(s) in lieu of any premium pay for working on that day(s). Such floating holiday for Martin Luther King Jr. Day must be taken by the following December 31st and the floating holiday for the Day after Thanksgiving must be taken by the December 31st of the succeeding calendar year.

In order to qualify for such holiday pay, an employee must have worked or must have been available for the work which immediately precedes and the first scheduled piece of work which immediately follows the holiday, except in case of proven illness, or unless the absence is mutually agreed to.

- B.** Office employees shall be paid eight (8) hours pay, inclusive of longevity, at their straight time hourly rate, in addition to double time (2x) compensation for work performed, if any, for holiday pay. In addition to the holidays listed, office employees shall be granted one and one-half (1-1½) additional floating holidays. Floating holidays for office employees may be scheduled with approval of the Employer and shall be cumulative from year to year to the extent mutually agreed.
- C.** Employees working a holiday on their regularly scheduled day off will be paid double time and one-half (2-1/2) for all hours worked in addition to holiday pay.

**37.12** If a holiday falls within a pre-selected vacation period of an employee, he/she shall receive pay for such holiday in addition to his/her vacation pay. Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or within the first six (6) months of absence due to occupational injury while working for the Employer.

**37.13** Holidays off shall be considered as a day of work for the purpose of computing overtime except if the holiday falls on the employee's scheduled day off.

**37.14** If the holiday falls on Sunday, Monday will be celebrated as the holiday. When a holiday falls on Sunday and Monday is celebrated as the holiday, all employees performing work on Sunday shall receive double time pay. On Monday following the holiday all employees shall receive holiday pay. In addition to holiday pay, employees performing work on Monday will be paid for all hours worked at their regular hourly rate of pay. The regular Sunday shop crew will be assigned work on Sunday, and Monday work will be posted for persons desiring to work (See Section 25.3).

**37.15** Any employee performing work on Easter Sunday and after the hours of 6:00 p.m. on December 24th and December 31st shall be compensated at two (2) times their regular rate of pay for such hours worked. If a holiday schedule is operated on Easter Sunday, those employees who would have been required to work, if not for the holiday schedule, shall be compensated for their scheduled shift at their regular rate of pay.

**37.16** For pay purposes only, any employee who starts a work assignment prior to midnight on the eve of a holiday whose assignment requires working more hours after midnight than before midnight shall be deemed to be working on the holiday for that assignment.

**37.17** Floating holidays must be taken within the contract year they are earned; i.e., January 1 through December 31, except as noted in Section 37.11(A).

**37.18** All operators will be scheduled off on the holidays listed in Article 37, Section 37.11(A). A holiday sign up list shall be provided and operators shall select their work assignments on a seniority basis. If an adequate number of operators do not sign up to work holidays, the work shall be assigned from the junior most full-time operator up until an adequate number of employees are available.

**VACATION**

**37.19** Effective December 31 of each year, all employees with one (1) year of service shall receive ten (10) days of vacation with pay; employees with seven (7) years of service shall receive fifteen (15) days of vacation with pay; employees with twelve (12) years of service shall receive twenty (20) days of vacation with pay; employees with twenty (20) years of service shall receive twenty-five (25) days of vacation with pay; and employees with twenty seven (27) years of service shall receive twenty-seven (27) days of vacation. The vacation pay per day for full-time fixed route operators, Metro+Plus operators, and office employees shall be computed by multiplying their rate of hourly pay, inclusive of longevity, at the start of their vacation period by eight (8) corresponding straight time hours. The vacation pay per day for full-time shop employees shall be computed by multiplying their rate of hourly pay inclusive of longevity at the start of their vacation period by eight (8) and 36/60 corresponding straight time hours per day.

**37.20** Employees with less than one (1) year of service on December 31 of any year shall receive a paid vacation as follows:

Employed during January or February of current year .....	Ten (10) days
Employed during March or April of current year .....	Eight (8) days
Employed during May or June of current year .....	Six (6) days
Employed during July or August of current year .....	Four (4) days
Employed during September or October of current year .....	Two (2) days
Employed during November or December of current year .....	Zero (0) days

The following schedule of prorated vacation shall also be used as a basis of providing a prorated vacation in addition to vacations earned as provided in Section 37.19 above at the time any employee makes the change in vacation eligibility from ten (10) days to fifteen (15) days, fifteen (15) days to twenty (20) days and from twenty (20) days to twenty-five (25) days:

Employed during January or February of current year .....	Five (5) days
Employed during March or April of current year .....	Four (4) days
Employed during May or June of current year .....	Three (3) days
Employed during July or August of current year .....	Two (2) days
Employed during September or October of current year .....	One (1) day
Employed during November or December of current year .....	Zero (0) days

**37.21 A.** Vacation days must be taken within the calendar year; i.e., January 1 through December 31. Employees hired after January 1, 1998 must take vacation leave during the calendar year it is earned. In the event that the service of an employee hired after January 1, 1998 should terminate prior to the end of the calendar year, however, the employee shall reimburse the Employer for any unearned vacation leave taken prior to termination of service. Full vacation balances shall be paid in the year in which an employee retires or dies regardless of the employee's date of hire.

**B.** Employees may opt to cash out or carryover one week of vacation time. Cash out or carryover is limited to one (1) week and may not occur in increments of less than one (1) week. Cash out may occur anytime during the calendar year. In order to carry over vacation, employees must notify the Employer on the form provided for this purpose of their intention to carry over one (1) week of vacation by October 1st of any calendar year. If a whole or a fraction of a week remains at the end of the calendar year, the unused vacation time will be automatically paid to the employee, provided the employee has not already cashed out or carried over one (1) week of vacation.

**C.** Any vacation carried over must be used before the start of the Middle/High School fall semester of the calendar year. If the employee fails to take the carryover vacation time prior to the start of school in the fall, the unused time will be automatically paid to the employee.

**37.22 A.** Any employee with more than one (1) year of service whose employment with the Employer is terminated prior to December 31st of any year of service for any reason shall receive vacation pay

prorated to the date of termination on the basis of the number of months worked related to his/her total vacation allowance, adjusted to the nearest first (1st) of the month.

- B.** Any employee transferring from one unit to another, i.e., main line motorcoach operator, small bus motor coach operator, shop, or office shall have their vacation entitlement adjusted at the time of transfer according to the following standard to comply with the appropriate vacation schedule:

Y=shop vacation hours due

X=office or operations hours due

Formula:  $Y/43=X/40$

Example: If a shop employee has nineteen (19) vacation hours remaining upon transfer to an operations position, he/she would have 17.76 vacation hours as an operator ( $19/43=X/40$   $X=17.76$ ). Conversely, an office employee or operator transferring to the shop with 17.76 vacation hours would be entitled to 19 vacation hours.

**37.23** Employees who may be absent from work as a result of illness or injury including work related illness or injury at the same time a pre-selected vacation period occurs will be paid vacation pay in lieu of vacation for that pre-selected vacation period unless the employee has notified the Employer in writing of their option to cancel pre-selected vacation pursuant to Article 37, Section 37.25(B).

**37.24** Any employee on an approved leave of absence of not more than three (3) months and any employee on leave of absence for accident or illness will receive regular vacation pay if such employee is otherwise entitled to vacation pay under the terms of this Article. If such leaves exceed three (3) months, vacation pay shall be prorated for that calendar year only. However, Worker's Compensation cases shall not be prorated.

### **FLOATING HOLIDAY AND VACATION PICK PROCEDURES**

#### **37.25 General.**

- A.** Employees may combine five (5) vacation and/or floating holiday days into weekly blocks to select from available weekly vacation pick slots.
- B.** Employees may cancel pre-selected vacation and floating holiday periods in cases of emergency, illness, injury or in weeks which the employee would otherwise be entitled to unemployment compensation. Employees who elect to cancel pre-selected vacation and floating holiday periods will be required to select vacation and floating holiday periods in which available slots are not filled.
- C.** There shall be a moratorium on all pick procedures during Thanksgiving week.
- D.** Employees who are eligible to receive single day vacation and/or floating holidays, not picked as weekly vacation slots, will be granted single day vacation and/or floating holiday(s), upon five (5) days notice to the Employer, with such notice given no later than 3:00 p.m. on the fifth day. The Employer shall give not less than five (5) days notice (not later than 5:00 p.m. on the fifth day) to the employee confirming or disapproving the employee's request. Single vacation days and/or floating holidays confirmed by the Employer shall not be changed unless the employee is off due to illness, injury or emergency or the selected day is the same day as the employee's regular day off. In such event the employee may request cancellation of the scheduled single vacation day(s) and/or floating holiday(s). The number of employees selecting a single day vacation and/or floating holiday at one time shall be limited subject to the ability of the Employer to maintain normal operation but shall not be less than the minimums established in Sections 37.26(C), 37.27(B) and 37.28(B) of this Article. Seniority shall apply in the event a greater number of employees have requested single vacation day(s) and/or floating holiday(s) than can be granted by the Employer.
- E.** All vacation days earned must be taken by the employees and no employee shall be entitled to pay in lieu of vacation days except as provided in Section 37.22 or Section 37.23.

- F. Employees may elect to substitute vacation time and floating holiday(s) in the event of sickness, accident, or emergency, subject to the provisions of Section 37.4(A), 37.5, and 37.6 above.
- G. Transit Operator requests for single vacation days and/or floating holidays on Saturdays must be submitted no later than 12 Noon on the Friday of the week prior to the Saturday desired.

### **37.26 Full-Time Fixed Route Operators.**

- A. The Employer shall prepare a weekly vacation pick board for all full-time fixed route operators. The weekly vacation pick board shall provide weekly pick slots as follows: twenty-six (26) during each week that public school is recessed, six (6) during each week that public school is in session, and fifteen (15) each week during Wisconsin gun deer season. The vacation pick board for motor coach operators will be posted not later than October 15th each year for picking the following calendar year's vacation periods. The vacation pick shall consist of 52 sets of slots, each of which shall indicate the month and date for each week from Sunday through Saturday. The slots for each successive year shall start on the Sunday following the Saturday of week 52 from the previous years Operations pick schedule.
- B. Operators will submit requests for vacation on forms provided by the Employer in groups of fifty (50) by seniority until the weekly vacation pick procedure has been completed for all operators; i.e., operators with seniority 1 through 50 will submit their vacation request forms not later than 5:00 p.m. on Wednesday following the 1st Monday of November, and a list of fifty (50) operators showing status of weeks selected (granted or denied) will be posted not later than 12:00 Noon on Thursday. Those operators whose vacation preference has not been granted due to all available slots being filled will have until 3:00 p.m. on Friday to select alternative weeks. Operators who either fail or refuse to select their vacation preference within the week assigned to their seniority group will be required to wait until the entire scheduled pick procedure for all operators is completed. This procedure will continue for each group of fifty (50) or less operators each succeeding week until all operators have had an opportunity to pick vacation in their seniority group. After completion of the pick procedure, vacation request forms will be accepted and processed daily by seniority. Vacation periods granted during the pick procedure and vacation periods granted thereafter based on requests that are processed and granted daily by seniority shall not be bumped. Runs which are vacated by employees on vacation shall be posted and picked by the Extra Board unless otherwise agreed to by the parties.
- C. Ten (10) single vacation and floating holiday day slots shall be provided each day.

### **37.27 Full-Time Metro+Plus Operators.**

- A. A minimum of one (1) full-time Metro+Plus operator shall be allowed on weekly vacation each week.
- B. A minimum of one (1) full-time Metro+Plus operator shall be allowed on a single vacation day or floating holiday day per day.
- C. Weekly vacations shall be picked by seniority during the month of November preceding the year in which vacation is to be taken.
- D. Vacation pick periods and procedures shall be established by mutual agreement and so designated by notice to all full-time Metro+Plus operators. Full-time Metro+Plus operators who fail to select vacation during their individual designated periods will automatically forfeit to the employees below on the board. Vacation periods selected and granted may not be bumped. Full-time Metro+Plus operators vacation preference will not be changed if their shift is changed.
- E. Vacation time may be taken in increments of not less than one (1) hour.
- F. Requests for partial-day vacation must be received prior to 3:00 p.m. on the day prior and will be subject to the approval of the affected shift supervisor and contingent upon the workload for the

requested shift. Vacation will not be cancelled except in emergency situations or where minimum staffing is affected.

### **37.28 Full-Time Shop Employees.**

- A.** The Employer shall prepare vacation pick boards designated day shift and night shift for all shop employees which shall provide vacation weeks pursuant to the following minimums:
  - 1. During all periods when public school is in session, the Employer shall provide vacation slots each week for three (3) day mechanics, two (2) afternoon or night mechanic, one (1) service worker, one (1) janitor, one (1) garage dispatcher, one (1) utility person, one (1) paint and body person and two (2) bus cleaners (one each from day and night shift).
  - 2. During all periods when public school is recessed, the Employer shall provide vacation slots each week for four (4) day mechanics, three (3) afternoon and night mechanics (not more than two (2) from either shift), two (2) service workers, one (1) janitor, one (1) garage dispatcher, one (1) utility person, two (2) paint and body persons and two (2) bus cleaners (one from each day and night shift).
  - 3. Tire persons selecting vacation periods shall be considered as mechanics.
  - 4. The shop vacation pick boards shall be posted on November 1st each calendar year for selection of vacation period preferences by seniority for the following calendar year. Vacation pick periods and procedures shall be established to allow no less than three (3) working days for shop persons to make their vacation pick. Shop employees who fail to select vacation during their individual designated periods will automatically forfeit to the employees below on the board. Vacation periods selected and granted may not be bumped. Shop employees vacation preference will not be changed if their shift is changed. The vacation pick shall consist of 52 sets of slots each of which shall indicate the month and date for each week from Sunday through Saturday. The slots for each successive year shall start on the Sunday following the Saturday of week 52 from the previous years Shop pick schedule.
- B.** A minimum of three (3) mechanics, one (1) dispatcher, and one (1) utility or one (1) janitor from the day shop, with a minimum of one (1) bus cleaner and with a minimum of one (1) mechanic and one (1) service worker each, from the second and third shifts each, per day Monday through Friday inclusive, shall be allowed off on a single vacation day and/or floating holiday. A minimum of two (2) shop employees shall be allowed off on single vacation day and/or floating holiday on Saturdays and Sundays.
- C.** Vacation days will be taken in increments of not less than one (1) hour.
- D.** Requests for a partial-day vacation will be subject to the approval of the affected shift supervisor and contingent upon the work load for the requested shift. Requests received before the first break of the employee's regular shift on the day before the desired vacation time will receive first priority on the basis of shop seniority. Same day requests will be approved on a first come, first serve basis. Vacations will not be canceled, except in emergency situations or where minimum staffing is affected.

### **37.29 Office Employees.**

A vacation and floating holiday leave schedule for office employees shall be maintained by the Employer annually, which shall provide each employee the opportunity to use vacation and floating holiday days which are due him/her during the year. Such schedules need not be uniform, but may be varied depending upon staff requirements. Vacation and floating holiday days will be taken in increments of not less than one (1) hour. Office employees who have selected vacation and floating holiday days in accordance with the schedule and are subsequently denied or persuaded to forego the selected time shall be permitted to select an alternate period or shall be permitted to carry the unused vacation or floating holiday day credit forward into the following year. The Employer and the Union agree to establish a vacation pick period and procedure for the Transit Store and Transit Information Center employees that

will include a pick period of not less than three (3) working days for each employee to make their vacation pick.

**ARTICLE 38 - TERMINATION**

- 38.1** This Agreement shall remain in full force and effect from the 10th day of March, 2011, through the 9th day of March, 2014, and shall automatically renew itself from year to year thereafter unless at least sixty (60) days and not more than ninety (90) days before the termination date or any anniversary thereof either party gives notice to the other of desire to amend or add to this Agreement.
- 38.2** The parties agree the 2011-2014 Collective Bargaining Agreement, with a common expiration date for March 9, 2014, and shall automatically renew from year to year thereafter unless at least sixty (60) days and not more than ninety (90) days before the termination date or any anniversary thereof either party gives notice to the other of desire to amend or add to this Agreement.
- 38.3** Maintenance of the status quo including any related language by its terms or as historically applied or as clarified by bargaining history shall continue forward under the terms and conditions of the successor Agreements. Maintenance of the status quo would also be inclusive of but not limited to MOU's, grievance settlements, extra board work rules, and the like.

**IN WITNESS WHEREOF**, the duly authorized parties to this Agreement have hereunto set their hand and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE EMPLOYER**

**FOR THE UNION**

**CITY OF MADISON**

**TEAMSTERS UNION LOCAL NO. 695**

\_\_\_\_\_  
Dave Cieslewicz, Mayor

\_\_\_\_\_  
Larry Wedan, Business Representative

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Lon Bjornstad, Union Steward

\_\_\_\_\_  
Dean Brassler, Comptroller

\_\_\_\_\_  
Ian Fischer, Union Steward

\_\_\_\_\_  
Chuck Kamp, General Manager

\_\_\_\_\_  
William Roeth, Union Steward

\_\_\_\_\_  
Greg Leifer, Labor Relations Manager

\_\_\_\_\_  
Sharon Williams, Union Steward

\_\_\_\_\_  
Ron Lalor, Union Steward

Approved as to form and execution only,

\_\_\_\_\_  
Jason Puls, Union Steward

This \_\_\_\_ date of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Allan Woodman, Union Steward

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jacalyn Ninedorf, Union Steward



**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 42**  
**Effective January 1, 2010**

<b>RANGE 1</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	883.78	942.70	1001.61	1060.52	1178.36

TRANSIT CHECKER

<b>RANGE 2</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	941.52	1004.28	1067.08	1129.84	1255.36

<b>RANGE 3</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	983.29	1048.82	1114.40	1179.97	1311.07

<b>RANGE 4</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1046.70	1116.42	1186.25	1256.02	1395.55

TRANSIT RECEPTIONIST

<b>RANGE 5</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1086.70	1159.15	1231.58	1304.04	1448.93

TRANSIT OPERATIONS TECHNICIAN 1  
 TRANSIT INFORMATION LEAD WORKER  
 TRANSIT CUSTOMER SERVICE REPRESENTATIVE

<b>RANGE 6</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1116.74	1191.16	1265.61	1340.07	1488.95

TRANSIT MAINTENANCE OFFICE COORDINATOR  
 TRANSIT OPERATIONS OFFICE COORDINATOR  
 TRANSIT PARTS SPECIALIST 1

<b>RANGE 7</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1159.62	1236.90	1314.21	1391.54	1546.14

TRANSIT ACCOUNT CLERK 2  
 \*TRANSIT OPERATIONS TECHNICIAN 2

<b>RANGE 8</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1195.89	1275.59	1355.34	1435.09	1594.52

TRANSIT PARTS SPECIALIST 2

<b>RANGE 9</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1232.25	1314.41	1396.56	1478.69	1643.00

TRANSIT ACCOUNT CLERK  
 METRO+PLUS SCHEDULING ASSISTANT

<b>RANGE 10</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1268.47	1353.02	1437.58	1522.15	1691.28

TRANSIT SCHEDULING/DATA ASSISTANT

<b>RANGE 11</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1313.96	1401.49	1489.08	1576.71	1751.88

METRO+PLUS SERVICE COORDINATOR  
 TRANSIT ACCOUNT TECHNICIAN  
 TRANSIT GRAPHIC TECHNICIAN  
 TRANSIT ACCOUNT CLERK 3

<b>RANGE 12</b>	<b>A</b>	<b>STEP 1</b> 1355.34	<b>STEP 2</b> 1445.70	<b>STEP 3</b> 1536.05	<b>STEP 4</b> 1626.41	<b>STEP 5</b> 1807.12
RESERVED						
<b>RANGE 13</b>	<b>A</b>	<b>STEP 1</b> 1396.77	<b>STEP 2</b> 1489.89	<b>STEP 3</b> 1583.01	<b>STEP 4</b> 1676.12	<b>STEP 5</b> 1862.36
TRANSIT ACCOUNTING TECHNICIAN I						

1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

\* Negotiated wage increase effective January 1, 2009 will be 3%, provided, however, for that contract year if the premium for family health insurance exceeds 11% (lowest cost to lowest cost comparison) then for each full percentage of premium increase exceeding 11%, .1% of negotiated percentage increase (3) would be reduced respectively. Example: If the premium increase were 12%, then the 2009 negotiated wage percentage would be reduced by .1% to 2.9%. The Parties have agreed the 2009 negotiated rate to be not less than 2.5%.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 41**  
**Effective January 1, 2010**

<b>RANGE 2</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1232.26	1314.42	1396.57	1478.70	1643.01

TRANSIT BUS CLEANER

<b>RANGE 3</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1286.72	1372.49	1458.25	1544.06	1715.62

TRANSIT SERVICE WORKER  
TRANSIT JANITOR

<b>RANGE 4</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1297.85	1384.37	1470.89	1557.42	1730.45

TRANSIT "C" MECHANIC (ENTRY LEVEL\*)  
TRANSIT UTILITY WORKER (ENTRY LEVEL\*)

<b>RANGE 5</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1316.41	1404.16	1491.92	1579.69	1755.18

TRANSIT GARAGE DISPATCHER

<b>RANGE 5A</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1395.40	1488.42	1581.45	1674.45	1860.53

TRANSIT OPERATOR

<b>RANGE 5B</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1325.10	1413.41	1501.74	1590.09	1766.75

TRANSIT UTILITY WORKER

<b>RANGE 6</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1325.10	1413.41	1501.74	1590.09	1766.75

TRANSIT "C" MECHANIC

<b>RANGE 7</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1370.84	1462.23	1553.63	1644.98	1827.78

RESERVED

<b>RANGE 8</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1393.08	1485.85	1578.86	1671.72	1857.47

TRANSIT "B" MECHANIC

<b>RANGE 9</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1448.77	1545.37	1641.96	1738.53	1931.74

TRANSIT "A" MECHANIC  
TRANSIT PAINT & BODY

<b>RANGE 10</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1499.49	1599.49	1699.45	1799.41	1999.38

TRANSIT LEAD WORKER

- The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

\* Negotiated wage increase effective January 1, 2009 will be 3%, provided, however, for that contract year if the premium for family health insurance exceeds 11% (lowest cost to lowest cost comparison) then for each full percentage of premium increase exceeding 11%, .1% of negotiated percentage increase (3) would be

reduced respectively. Example: If the premium increase were 12%, then the 2009 negotiated wage percentage would be reduced by .1% to 2.9%. The Parties have agreed the 2009 negotiated rate to be not less than 2.5%.

2. Upon promotion of a Class "B" Maintenance employee to the position of Paint and Body employee, he/she shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid one and one-half percent (1.5%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Upon promotion of a Class "C" Maintenance employee to the position of Paint and Body employee, he/she shall be paid six percent (6%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Entry-level "C" Mechanic employees shall be increased to Class "C" Mechanic rates of pay upon successful completion of the six (6) month training program.

Entry-level Utility employees shall be increased to Utility rates of pay upon successful completion of the six (6) month training program.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 42**  
**Effective December 11, 2011**

<b>RANGE 1</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	901.46	961.55	1021.64	1081.73	1201.93

TRANSIT CHECKER

<b>RANGE 2</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	960.35	1024.37	1088.42	1152.44	1280.47

<b>RANGE 3</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1002.96	1069.80	1136.69	1203.57	1337.29

<b>RANGE 4</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1067.63	1138.75	1209.98	1281.14	1423.46

TRANSIT RECEPTIONIST

<b>RANGE 5</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1108.43	1182.33	1256.21	1330.12	1477.91

TRANSIT OPERATIONS TECHNICIAN 1  
 TRANSIT INFORMATION LEAD WORKER  
 TRANSIT CUSTOMER SERVICE REPRESENTATIVE

<b>RANGE 6</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1139.07	1214.98	1290.92	1366.87	1518.73

TRANSIT MAINTENANCE OFFICE COORDINATOR  
 TRANSIT OPERATIONS OFFICE COORDINATOR  
 TRANSIT PARTS SPECIALIST 1

<b>RANGE 7</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1182.81	1261.64	1340.49	1419.37	1577.06

TRANSIT ACCOUNT CLERK 1  
 \*TRANSIT \*OPERATIONS TECHNICIAN 2

<b>RANGE 8</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1219.81	1301.10	1382.45	1463.79	1626.41

TRANSIT PARTS SPECIALIST 2

<b>RANGE 9</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1256.90	1340.70	1424.49	1508.26	1675.86

TRANSIT ACCOUNT CLERK 2  
 METRO+PLUS SCHEDULING ASSISTANT

<b>RANGE 10</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1293.84	1380.08	1466.33	1552.59	1725.11

TRANSIT SCHEDULING/DATA ASSISTANT

<b>RANGE 11</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1340.24	1429.52	1518.86	1608.24	1786.92

METRO+PLUS SERVICE COORDINATOR  
 TRANSIT ACCOUNT TECHNICIAN  
 TRANSIT GRAPHIC TECHNICIAN  
 TRANSIT ACCOUNT CLERK 3

<b>RANGE 12</b>	<b>A</b>	<b>STEP 1</b> 1382.45	<b>STEP 2</b> 1474.61	<b>STEP 3</b> 1566.77	<b>STEP 4</b> 1658.94	<b>STEP 5</b> 1843.26
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RESERVED

<b>RANGE 13</b>	<b>A</b>	<b>STEP 1</b> 1424.71	<b>STEP 2</b> 1519.69	<b>STEP 3</b> 1614.67	<b>STEP 4</b> 1709.64	<b>STEP 5</b> 1899.61
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TRANSIT ACCOUNTING TECHNICIAN I

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1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 11, 2011 will be two percent (2%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 41**  
**Effective December 11, 2011**

<b>RANGE 2</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1256.91	1340.71	1424.50	1508.27	1675.87

TRANSIT BUS CLEANER

<b>RANGE 3</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1312.45	1399.94	1487.42	1574.94	1749.93

TRANSIT SERVICE WORKER  
TRANSIT JANITOR

<b>RANGE 4</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1323.81	1412.06	1500.31	1588.57	1765.06

TRANSIT "C" MECHANIC (ENTRY LEVEL\*)  
TRANSIT UTILITY WORKER (ENTRY LEVEL\*)

<b>RANGE 5</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1342.74	1432.24	1521.76	1611.28	1790.28

TRANSIT GARAGE DISPATCHER

<b>RANGE 5A</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1423.31	1518.19	1613.08	1707.94	1897.74

TRANSIT OPERATOR

<b>RANGE 5B</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1351.60	1441.68	1531.77	1621.89	1802.09

TRANSIT UTILITY WORKER

<b>RANGE 6</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1351.60	1441.68	1531.77	1621.89	1802.09

TRANSIT "C" MECHANIC

<b>RANGE 7</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1398.26	1491.47	1584.70	1677.88	1864.34

RESERVED

<b>RANGE 8</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1420.94	1515.57	1610.44	1705.15	1894.62

TRANSIT "B" MECHANIC

<b>RANGE 9</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1477.75	1576.28	1674.80	1773.30	1970.37

TRANSIT "A" MECHANIC  
TRANSIT PAINT & BODY

<b>RANGE 10</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1529.48	1631.48	1733.44	1835.40	2039.37

TRANSIT LEAD WORKER

1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 11, 2011 will be two percent (2%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

2. Upon promotion of a Class "B" Maintenance employee to the position of Paint and Body employee, he/she shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid one and one-half percent (1.5%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Upon promotion of a Class "C" Maintenance employee to the position of Paint and Body employee, he/she shall be paid six percent (6%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Entry-level "C" Mechanic employees shall be increased to Class "C" Mechanic rates of pay upon successful completion of the six (6) month training program.

Entry-level Utility employees shall be increased to Utility rates of pay upon successful completion of the six (6) month training program.



**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 42**  
**Effective December 9, 2012**

<b>RANGE 1</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	919.49	980.78	1042.07	1103.36	1225.97

TRANSIT CHECKER

<b>RANGE 2</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	979.56	1044.86	1110.19	1175.49	1306.08

<b>RANGE 3</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1023.02	1091.20	1159.42	1227.64	1364.04

<b>RANGE 4</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1088.98	1161.53	1234.18	1306.76	1451.93

TRANSIT RECEPTIONIST

<b>RANGE 5</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1130.60	1205.98	1281.33	1356.72	1507.47

TRANSIT OPERATIONS TECHNICIAN 1  
TRANSIT INFORMATION LEAD WORKER  
TRANSIT CUSTOMER SERVICE REPRESENTATIVE

<b>RANGE 6</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1161.85	1239.28	1316.74	1394.21	1549.10

TRANSIT MAINTENANCE OFFICE COORDINATOR  
TRANSIT OPERATIONS OFFICE COORDINATOR  
TRANSIT PARTS SPECIALIST 1

<b>RANGE 7</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1206.47	1286.87	1367.30	1447.76	1608.60

TRANSIT ACCOUNT CLERK 1  
\*TRANSIT OPERATIONS TECHNICIAN 2

<b>RANGE 8</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1244.21	1327.12	1410.10	1493.07	1658.94

TRANSIT PARTS SPECIALIST 2

<b>RANGE 9</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1282.04	1367.51	1452.98	1538.43	1709.38

TRANSIT ACCOUNT CLERK 2  
METRO+PLUS SCHEDULING ASSISTANT

<b>RANGE 10</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1319.72	1407.68	1495.66	1583.64	1759.61

TRANSIT SCHEDULING/DATA ASSISTANT

<b>RANGE 11</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1367.04	1458.11	1549.24	1640.40	1822.66

METRO+PLUS SERVICE COORDINATOR  
TRANSIT ACCOUNT TECHNICIAN  
TRANSIT GRAPHIC TECHNICIAN  
TRANSIT ACCOUNT CLERK 3

<b>RANGE 12</b>	<b>A</b>	<b>STEP 1</b> 1410.10	<b>STEP 2</b> 1504.10	<b>STEP 3</b> 1598.11	<b>STEP 4</b> 1692.12	<b>STEP 5</b> 1880.13
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RESERVED

<b>RANGE 13</b>	<b>A</b>	<b>STEP 1</b> 1453.20	<b>STEP 2</b> 1550.08	<b>STEP 3</b> 1646.96	<b>STEP 4</b> 1743.83	<b>STEP 5</b> 1937.60
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TRANSIT ACCOUNTING TECHNICIAN I

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1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 9, 2012 will be two percent (2%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 41**  
**Effective December 9, 2012**

<b>RANGE 2</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1282.05	1367.52	1452.99	1538.44	1709.39

TRANSIT BUS CLEANER

<b>RANGE 3</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1338.70	1427.94	1517.17	1606.44	1784.93

TRANSIT SERVICE WORKER  
TRANSIT JANITOR

<b>RANGE 4</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1350.29	1440.30	1530.32	1620.34	1800.36

TRANSIT "C" MECHANIC (ENTRY LEVEL\*)  
TRANSIT UTILITY WORKER (ENTRY LEVEL\*)

<b>RANGE 5</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1369.59	1460.88	1552.20	1643.51	1826.09

TRANSIT GARAGE DISPATCHER

<b>RANGE 5A</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1451.78	1548.55	1645.34	1742.10	1935.69

TRANSIT OPERATOR

<b>RANGE 5B</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1378.63	1470.51	1562.41	1654.33	1838.13

TRANSIT UTILITY WORKER

<b>RANGE 6</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1378.63	1470.51	1562.41	1654.33	1838.13

TRANSIT "C" MECHANIC

<b>RANGE 7</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1426.23	1521.30	1616.39	1711.44	1901.63

RESERVED

<b>RANGE 8</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1449.36	1545.88	1642.65	1739.25	1932.51

TRANSIT "B" MECHANIC

<b>RANGE 9</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1507.31	1607.81	1708.30	1808.77	2009.78

TRANSIT "A" MECHANIC  
TRANSIT PAINT & BODY

<b>RANGE 10</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1560.07	1664.11	1768.11	1872.11	2080.16

TRANSIT LEAD WORKER

1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 9, 2012 will be two percent (2%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

2. Upon promotion of a Class "B" Maintenance employee to the position of Paint and Body employee, he/she shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid one and one-half percent (1.5%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Upon promotion of a Class "C" Maintenance employee to the position of Paint and Body employee, he/she shall be paid six percent (6%) less than the bi-weekly base rate salary provided in Step 5, Range 9 for the first six (6) months of service. During the second six (6) months of service, the employee shall be paid three percent (3%) less than the bi-weekly base rate salary provided in Step 5, Range 9. Thereafter, the employee shall be paid the full bi-weekly base rate salary provided in Step 5, Range 9.

Entry-level "C" Mechanic employees shall be increased to Class "C" Mechanic rates of pay upon successful completion of the six (6) month training program.

Entry-level Utility employees shall be increased to Utility rates of pay upon successful completion of the six (6) month training program.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 42**  
**Effective December 8, 2013**

<b>RANGE 1</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	947.07	1010.20	1073.33	1136.46	1262.75

TRANSIT CHECKER

<b>RANGE 2</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1008.95	1076.21	1143.50	1210.75	1345.26

<b>RANGE 3</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1053.71	1123.94	1194.20	1264.47	1404.96

<b>RANGE 4</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1121.65	1196.38	1271.21	1345.96	1495.49

TRANSIT RECEPTIONIST

<b>RANGE 5</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1164.52	1242.16	1319.77	1397.42	1552.69

TRANSIT OPERATIONS TECHNICIAN 1  
 TRANSIT INFORMATION LEAD WORKER  
 TRANSIT CUSTOMER SERVICE REPRESENTATIVE

<b>RANGE 6</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1196.71	1276.46	1356.24	1436.04	1595.57

TRANSIT MAINTENANCE OFFICE COORDINATOR  
 TRANSIT OPERATIONS OFFICE COORDINATOR  
 TRANSIT PARTS SPECIALIST 1

<b>RANGE 7</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1242.66	1325.48	1408.32	1491.19	1656.86

TRANSIT ACCOUNT CLERK 1  
 \*TRANSIT OPERATIONS TECHNICIAN 2

<b>RANGE 8</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1281.54	1366.93	1452.40	1537.86	1708.71

TRANSIT PARTS SPECIALIST 2

<b>RANGE 9</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1320.50	1408.54	1496.57	1584.58	1760.66

TRANSIT ACCOUNT CLERK 2  
 METRO+PLUS SCHEDULING ASSISTANT

<b>RANGE 10</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1359.31	1449.91	1540.53	1631.15	1812.40

TRANSIT SCHEDULING/DATA ASSISTANT

<b>RANGE 11</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>A</b>	1408.05	1501.85	1595.72	1689.61	1877.34

METRO+PLUS SERVICE COORDINATOR  
 TRANSIT ACCOUNT TECHNICIAN  
 TRANSIT GRAPHIC TECHNICIAN  
 TRANSIT ACCOUNT CLERK 3

<b>RANGE 12</b>	<b>A</b>	<b>STEP 1</b> 1452.40	<b>STEP 2</b> 1549.22	<b>STEP 3</b> 1646.05	<b>STEP 4</b> 1742.88	<b>STEP 5</b> 1936.53
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RESERVED

<b>RANGE 13</b>	<b>A</b>	<b>STEP 1</b> 1496.80	<b>STEP 2</b> 1596.58	<b>STEP 3</b> 1696.37	<b>STEP 4</b> 1796.14	<b>STEP 5</b> 1995.73
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TRANSIT ACCOUNTING TECHNICIAN I

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1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 8, 2013 will be three percent (3%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

**ADDENDUM A**  
**BI-WEEKLY BASE RATE SALARY FOR COMPENSATION GROUP 41**  
**Effective December 8, 2013**

<b>RANGE 2</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1320.51	1408.55	1496.58	1584.59	1760.67

TRANSIT BUS CLEANER

<b>RANGE 3</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1378.86	1470.78	1562.69	1654.63	1838.48

TRANSIT SERVICE WORKER  
TRANSIT JANITOR

<b>RANGE 4</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1390.80	1483.51	1576.23	1668.95	1854.37

TRANSIT "C" MECHANIC (ENTRY LEVEL\*)  
TRANSIT UTILITY WORKER (ENTRY LEVEL\*)

<b>RANGE 5</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1410.68	1504.71	1598.77	1692.82	1880.87

TRANSIT GARAGE DISPATCHER

<b>RANGE 5A</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1495.33	1595.01	1694.70	1794.36	1993.76

TRANSIT OPERATOR

<b>RANGE 5B</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1419.99	1514.63	1609.28	1703.96	1893.27

TRANSIT UTILITY WORKER

<b>RANGE 6</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1419.99	1514.63	1609.28	1703.96	1893.27

TRANSIT "C" MECHANIC

<b>RANGE 7</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1469.02	1566.94	1664.88	1762.78	1958.68

RESERVED

<b>RANGE 8</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1492.84	1592.26	1691.93	1791.43	1990.49

TRANSIT "B" MECHANIC

<b>RANGE 9</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1552.53	1656.04	1759.55	1863.03	2070.07

TRANSIT "A" MECHANIC  
TRANSIT PAINT & BODY

<b>RANGE 10</b>	<b>A</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		1606.87	1714.03	1821.15	1928.27	2142.56

TRANSIT LEAD WORKER

1. The above transit positions represented by Teamsters Union Local No. 695 shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated.

The wage increase effective December 8, 2013 will be three percent (3%). These wage increases will replace the agreed-to wage increases in the prior Labor Agreement of January 1, 2010 to December 31, 2012.

**ADDENDUM B — SHOP SCHEDULE**

<b>CLASSIFICATION</b>	<b># EMPLOYEES</b>	<b>HOURS</b>	<b>OFF DAYS</b>
Janitor	2	5:00 a.m. - 1:54 p.m.	Sun-Sat
Bus Cleaner	1	5:00 a.m. - 1:54 p.m.	Sun-Sat
Utility	2	6:00 a.m. - 2:54 p.m.	Sun-Sat
Janitor	1	6:00 a.m. - 2:54 p.m.	Sun-Sat
A Lead Mechanic	1	7:00 a.m. - 3:54 p.m.	Sun-Sat
A Mechanic	8	7:00 a.m. - 3:54 p.m.	Sun-Sat
A Paint & Body	2	7:00 a.m. - 3:54 p.m.	Sun-Sat
B Mechanic	5	7:00 a.m. - 3:54 p.m.	Sun-Sat
C Mechanic	2	7:00 a.m. - 3:54 p.m.	Sun-Sat
C Mechanic	1	7:00 a.m. - 3:54 p.m.	Tue-Wed
Dispatcher	1	7:00 a.m. - 3:54 p.m.	Sun-Sat
Utility	2	7:00 a.m. - 3:54 p.m.	Sun-Sat
A Mechanic	2	6:00 a.m. - 5:00 p.m.	Sun-Mon-Sat
A Mechanic	3	6:00 a.m. - 5:00 p.m.	Sun-Fri-Sat
A Paint & Body	1	6:00 a.m. - 5:00 p.m.	Sun-Mon-Sat
B Mechanic	1	6:00 a.m. - 5:00 p.m.	Tue-Wed-Thu
B Mechanic	1	6:00 a.m. - 5:00 p.m.	Sun-Mon-Sat
B Mechanic	2	6:00 a.m. - 5:00 p.m.	Sun-Fri-Sat
C Mechanic	2	6:00 a.m. - 5:00 p.m.	Sun-Mon-Sat
C Mechanic	1	6:00 a.m. - 5:00 p.m.	Sun-Fri-Sat
C Mechanic	1	6:00 a.m. - 5:00 p.m.	Tue-Wed-Thu
C Mechanic	1	3:00 p.m. - 11:54 p.m.	Thu-Fri
Bus Cleaner	1	3:00 p.m. - 11:54 p.m.	Sun-Sat
B Mechanic	1	3:00 p.m. - 2:00 a.m.	Sun-Mon-Sat
C Mechanic	1	3:00 p.m. - 2:00 a.m.	Sun-Mon-Tue
Service	2	3:00 p.m. - 2:00 a.m.	Sun-Mon-Sat
Service	1	3:00 p.m. - 2:00 a.m.	Sun-Mon-Tue
B Mechanic	2	4:00 p.m. - 12:54 a.m.	Sun-Sat
C Mechanic	1	4:00 p.m. - 12:54 a.m.	Sun-Sat
C Mechanic	1	4:00 p.m. - 12:54 a.m.	Sun-Mon
C Mechanic	2	4:00 p.m. - 12:54 a.m.	Fri-Sat
Service	7	4:00 p.m. - 12:54 a.m.	Sun-Sat
B Mechanic	2	10:30 p.m. - 7:24 a.m.	Fri-Sat
B Mechanic	1	10:30 p.m. - 7:24 a.m.	Sun-Sat
C Mechanic	2	10:30 p.m. - 7:24 a.m.	Sun-Sat
C Mechanic	1	10:30 p.m. - 7:24 a.m.	Wed-Thu
C Mechanic	1	10:30 p.m. - 7:24 a.m.	Mon-Tue
Service	1	10:30 p.m. - 7:24 a.m.	Fri-Sat
<b>PART-TIME</b>			
Service Worker	1	9:00 p.m. - 2:00 a.m.	Sun-Tue-Wed-Sat
Bus Cleaner	2	7:00 a.m. - 3:00 p.m.	Mon-Tue-Wed-Thu-Fri

**NOTE:**

- A. When school is recessed for the summer the two (2) part-time shop employees may be full-time employees in the service classification only. There shall be a shift pick posted for service classification and bid by progressive seniority within the classification.
- B. The number of employees listed above does not establish minimum staffing levels.
- C. Changes in the hours of the shop work schedule may be made by mutual agreement of the Parties.



## **APPENDIX**

The Parties to this Agreement have agreed, in concept, to the creation of four (4) day work week. This is a “pilot program” for Transit operators. Parties are committed to the implementation of this “pilot program” commencing with the first general pick in calendar year 2009.

# **EXTRA BOARD**

## **WORK RULES**

The work rules pertaining to the Extra Board having been transcribed in good faith by both parties concerned do hereby become binding to same, present and future, and shall be considered supplemental to the Contract under the authority of Article 2.4 of the current Labor Agreement.

### **1. INTRODUCTION**

- 1.1 The function of the Extra Board can best be understood by its design. Quite simply, the Extra Board was designed to distribute all unassigned pieces of main line work, dodgers & special service, as well as runs vacated due to illness, vacation leave, disability, etc., to operators assigned to the Extra Board. The Extra Board and the operators assigned to it are composed of two (2) parts:
  - A. That portion which rotates daily (lower half of the board; and
  - B. Weekly Pick Board (upper portion of the board).

### **2. GENERAL PROCEDURES**

- 2.1 Any time an operator with a pick rotates, he/she will enter extra board by accumulated hours and seniority.
- 2.2 In order to avoid overlapping, when booking multiple pieces of work, report time (but not travel time) may be waived.
- 2.3 By 10:00 A.M. on Tuesday of each week and each day thereafter until Saturday, the Employer will post the daily and weekly hours of all Extra Board operators.
  - A. No operator will make claim for any compensation due to a mistake in addition unless said mistake causes the wrong work assignment to be booked.
  - B. Operators must visually inspect hours charged daily, notifying the Employer of any mistakes immediately.
  - C. Failure to catch a mistake timely will not deny an operator the right to file a grievance for that mistake. This grievance can only deal with that one (1) day.
  - D. Any pass runs coming in before 3:00 P.M. must be put up for pick.
  - E. No erasures will be made to a posted board.
- 2.4 Extra Board operators who begin the workweek rotating shall maintain their assigned two (2) days off were they to pick a regular run vacated during the course of that workweek.
- 2.5 In the event a regular operator(s) return(s) to their regular run(s) in accordance with the present Labor Agreement, the displaced Extra Board operator(s) shall maintain their assigned two (2) days off.

### **3. LAY-OFFS & DAY OFF TRADING**

- 3.1 Operators will continue to be allowed to lay-off for special circumstances at the discretion of the Employer.

- 3.2 The rotating extra board operators may trade days off Sunday through Saturday of each week. The person vacating their work will be scheduled off and will rotate for the following day according to accumulated hours. The person making the trade and working will be assigned work and rotate by accumulated hours.

#### **4. LATE-OUT PROCEDURES**

- 4.1 Full time operators receiving a late-out, (exclusive of the five (5) minute grace period) will fall to the bottom of the rotating Extra Board in the order of their late-out, and will be assigned and must accept work by the following procedure for the day:
- A. Operators receiving a late-out prior to 9:00 A.M. are automatically booked to call office at 9:00 A.M. if not already assigned work. They will be assigned work by the work rules.
  - B. An operator having a late-out after 9:00 A.M. will be assigned work immediately or released from duties for the rest of the day. They may hold themselves available and be offered work according to the work rules.
  - C. All operators assessed a late-out on a piece of extra work will hold their regularly assigned work.
  - D. Operators receiving a late-out will have a thirteen and one-half (13 1/2) hour spread time commencing with the report time of the first piece of work to which they were originally booked on that day.
  - E. Drivers receiving a late-out are reminded to make contact with the Dispatch Office. Failure to do so may be considered a no-show, which, provides for more severe penalties.

#### **5. TEN HOURS OFF**

- 5.1 In exercising their right of up to ten (10) hours off, the following procedure will be used:
- A. Operators will be booked with the work that falls to them.
  - B. The Employer will contact the operator to determine his/her desire to exercise up to ten (10) hours off.
  - C. If the operator wishes to exercise up to ten (10) hours off, they will have a spread time commencing with their first report. These operators will be first up for a fill according to their position.
  - D. If an operator requests up to ten (10) hours off, after accepting a piece of a.m. work, their spread time will commence with the original booking and they will be charged with time passed.
  - E. If the Employer fails to contact an operator, the operator will leave a note indicating his/her desire to have up to ten (10) hours off. Their spread time will commence with the original booking and they will not be charged with time passed.
  - F. Employees choosing to take up to ten (10) hours off must call the dispatch office one (1) hour prior to the expiration of their ten (10) hours off.

## **6. ROTATING BOARD**

- 6.1 Rotation, or Rotating Board, refers to the daily interchanging of employee positions on the Rotating Board.
- 6.2 Monday through Saturday positions shall be determined by total hours of work accumulated for the week and the previous days position (Block rotation) at the close of the board on the preceding day.
  - A. Accumulated hours shall be all hours properly booked according to these rules except for compensated leave time, which shall accumulate at its proper rate.
  - B. Hours actually worked on a holiday shall not be computed as accumulated hours for purposes of rotation. Except for Martin Luther King, Jr.'s birthday and day after Thanksgiving.
  - C. Hours actually worked on a holiday shall not affect the forty (40) hour guarantee or be applied toward the operators overtime plateau for the week. Except for Martin Luther King, Jr.'s birthday and the day after Thanksgiving.
- 6.3 Sunday's position is determined by the total number of hours accumulated at the close of the previous Sunday's board. Therefore, Sunday's board, with the exception of the operators who have come to the board or left the board, shall be the same as the previous Monday's board. Operators who have come to the Rotating Board will fall to the bottom of the board by seniority. Posting of Extra Board operators working Sunday shall be by 5:00 P.M. the preceding Friday.
- 6.4 Next Day Work Assignment
  - A. An operator's position on the board for the following workday shall not be changed after 2:00 P.M., except when work is offered before 2:00 PM.
  - B. Operators assigned fills for the following day by 3:00 P.M. will not be changed.
  - C. All regular runs and all pieces of work which when grouped together constitute a fill of eight (8) hours or more will be booked as a fill to the appropriate operator.
  - D. When marking up extra operators on the Rotating Board for work assignment, the Employer shall not book any operator; 1) over twelve total hours (report and travel time included), 2) to exceed a thirteen and one-half hour spread (report and travel time included), 3) ten continuous platform hours.
  - E. In the event two (2) or more fills total the same amount of time, the operator rotating with the most seniority will be offered his/her choice of runs. If that operator is not available when called, the earliest-off piece of work will be assigned.
  - F. Regular runs will not be split up, on original bookings.
  - G. Regular runs will be booked in order of actual time at the original booking. Only regular runs will be guaranteed up to eight (8) hours for the purpose of qualifying as a fill for the day (for pay purposes only). Actual run time will be used for positioning and offering of extra work. Extra work will not eliminate or reduce the original booking guarantee. (This section does not apply to picked Holiday boards.)
  - H. In preparing the Extra Board work assignments for the following day:

1. The Employer will assign as stand-by or protect-operator a minimum of two (2) operators who have not been assigned a fill, except on holidays, a minimum of one (1) will be assigned.
  2. When operators not filled and not assigned A.M. work, they will be assigned to call the office at 9:00 A.M.
  3. Operators who have called the office by 9:30 A.M. and have not been assigned work must advise the dispatcher of their intent to work later in the day. Operators who will not be available can make no claim for work not offered.
- I. When booking extraboard operators on the Rotating Board for work assignment for the next day, after 3:00 P.M., the first piece of work available which makes a fill, will be the first piece booked, until 6:00 P.M.
  - J. Work assignments made to the next day's board, prior to 4:00 P.M., will be considered original bookings. Changes for the following day, to a posted original board, shall be made only by personal contact. If the operator up for time is not available, all work shall be held until the next morning.
  - K. Work coming in after 6:00 P.M. shall be held until the next day, and work assignments shall not be changed after 6:00 P.M.

#### 6.5 Daily Booking Procedures

- A. Work (fills) being assigned to stand-by and those operators below will be booked in order of Employer receipt, it being understood that the first run (fill) available will become the first run (fill) booked to the operator up for time. All regular runs and/or unrostered runs remaining from the general pick will be guaranteed up to eight (8) hours for the purpose of qualifying as a fill. Actual run time will be used for positioning.
- B. If work exceeds the spread time of the first operator up for a fill, it will be offered to the first and subsequent operator(s) who have not filled for that workday until an operator without a fill accepts. If all operators not filled decline, the work will be offered via the extra work sign-up sheet.
- C. When fills come in that are off in time to allow for additional work, the operator shall be assigned their choice of additional work at that time.
- D. If a fill is offered to and accepted by a stand-by operator that is over their spread, the operator must remain available for work that would come to them in accordance with work rule 6.4(D).
- E. Any operator who is booked with a fill at 8:30 A.M. will not have their work for the day changed, except in accordance with Work Rules, Article 7 or in case of emergency with the operators consent.

#### 6.6 In preparing P.M. work assignments, the Employer will assign as stand-by, a minimum of the first two (2) operators up for time. Saturday, Sunday and Holiday assignment of stand-by will be optional.

- A. Afternoon assignment of stand-by to rotating operators not filled and up for time shall pay a minimum of three (3) hours plus report time. Any other assignments of

afternoon stand-by shall pay a minimum of two (2) hours plus report time.

- B. Those operators who have exercised their right to take up to ten (10) hours off will not have their remaining work assignment changed to stand-by unless the work to which they were originally booked would pay less than a stand-by assignment.
- 6.7 Afternoon work assignments for the Rotating Board shall be posted by 8:30 A.M. Changes in work assignment after 8:30 A.M. shall be made only after personal contact, except work booked to P.M. stand-bys.
- A. Operators turning down work changes after 8:30 A.M. with one (1) hour's notice will be treated as laying off and will be charged with time passed. The first operator with less than eight (8) hours work that day has first choice. If they refuse, the work will drop down the Extra Board. The last operator available with the least number of hours for that day will be required to accept this work.
  - B. Work (fills) coming to the Extra Board after 8:30 A.M. will be offered when available.
  - C. Operators not filled and not available with one (1) call will be passed when there is less than two (2) hours to the dispatch time of the available fill. Night work coming to the Extra Board after 8:30 A.M. will be offered as follows: When operators not filled are not available with less than two (2) hours to the relief time, or one (1) hour to their report time, the run will be split and booked so as to allow operators not filled the option of accepting this work when they are booked with afternoon work.
- 6.8 Pieces of work being booked to an already posted Extra Board and not constituting a fill will drop to the bottom of the Rotating Board. Stand-by time will be used to make fills if no other work comes to the operator by the end of the stand-by's A.M. shift. Non-fills with less than one hours notice may be booked to the bottom stand-by. If the bottom operator's work assignment has been changed due to a piece dropping and another piece drops, it will progress up the board. Operators will be changed only once.
- 6.9 In the event of an emergency, the Employer may utilize any available operator to deal with that emergency. It is understood that operators so utilized will be relieved as soon as possible, and the work will be promptly assigned to operators up for time.
- 6.10 When the need to turn a bus around arises, the Employer will make every effort to utilize rotating operators who are up for time and operators signed up for extra work, in that order.
- 6.11 In the event an A.M. or P.M. dodger becomes available for work assignment, preference will first be given to operators rotating. Only those operators who are booked with a piece of work which pays less than that which is available for booking will be changed. Operators will be changed only once except in emergencies.
- 6.12 When calling an operator in for work with short notice, the operator will be booked with work upon their reporting to the dispatcher. Report time will be paid in addition to this report, as though they were normally booked with this work. They will not be required to be here for report time.

## **7.0 EXTRA WORK**

- 7.1 Any work which can be, will be booked to the Rotating Board according to the work rules.
- 7.2 Any work, which cannot be booked to the Rotating Board, will be offered to operators who have signed up for extra work. A separate sign-up sheet will be maintained for regular operators and for Extra Board operators. Any operator signing up for extra work must sign

the sheet prior to 2:00 P.M. the day before work is desired. Employees who sign up for extra work within their category listed below shall be offered extra work first, in this order.

- A. Extra Board operators on Rotating Board by low hours for workday.
  - B. Extra Board operators on weekly picks by lowest number of hours accumulated for the day.
  - C. Extra Board operators on day off by seniority.
  - D. Regular Board operators: work will be assigned by seniority and last day worked.
    - 1. A.M. extra work going to regular operators will be automatically assigned, until 4:00 P.M. the preceding day. Regular operators that have signed the extra work sheet must check the posted board for their assignment.
- 7.3 In principle, no piece of work will be booked as extra work if there are rotating operators who could work it and are available. Also, no piece of extra work will be booked to an operator in a lower category if there is an operator in a higher category booked with a smaller piece of work. However, this shall not require any assignment changes that are less than sixteen (16) minutes.
- 7.4 The rules in this section are intended to assure that these principles are adhered to in all but exceptional cases and emergencies.
- A. Operators who sign the sign-up sheet requesting the extra work before 2:00 P.M. will be booked according to the work rules.
  - B. Operators who sign the sign-up sheet after 2:00 P.M. will be booked in order of sign-up.
  - C. When work is still available and the sign-up sheet is exhausted, the Employer shall make three (3) calls in three (3) minute intervals on the radio to determine which operators are willing to work extras. These operators will then be offered work according to their categories.
    - 1. If this list is exhausted and work is still available, the Employer shall offer it to Extra Board operators by seniority, then regular operators by seniority.
    - 2. No regular operators will work any piece of work or combination thereof when there remain Extra Board operators available for work assignment by phone, radio, or personal contact, preference being given first to those operators rotating.
  - D. Operators who have been assigned a piece of extra work and not filled, will be offered additional extra work that will make a fill of eight (8) hours or more by itself or in combination with already assigned work, provided there is no one available in a higher category (No. 1). Operators assigned a fill of extra work will not receive additional extra work assignments until the extra work sign-up sheet has been exhausted in all categories.
  - E. In offering extra work to operators on a scheduled day of work, the Employer will offer all available work before proceeding to the next operator up for time. It being understood that an operator is limited to a fill of extra work.
  - F. Operators up for time and not available with one (1) call will be passed but will hold

their position for work. If the operator who was passed becomes available, only work available will be offered with no claim for time passed.

1. Extra Board operators who are on a scheduled day off and signed up for extra work who are not available at the time of booking with one (1) call shall not be called for extra work until the extra work sign-up sheet has been exhausted in all categories.

G. Operators who refuse any extra work shall not be offered additional extra work until the Extra Board extra work sign-up sheet has been exhausted in all categories.

H. Operators who choose stand-by as extra work will be entitled any work, which their category would normally allow until they have been assigned a fill of extra work. The scheduling of work to operators that select standby as extrawork must comply with the workrules mandate on assignment of work by categories. To further simplify the tracking and assignment of extrawork to operators on standby, numbered standbys will be noted only to those operators working on their day off, operators working weekly picks, rotating operators who have filled, or to regular operators working extra and selecting standby as an extrawork assignment. Operators on the rotating board and those on weekly picks working extra will receive work from their position on standby in accordance with workrules 7.2 (A & B) as it relates to category and low hours.

Emergency work will be assigned to extrawork standby operators by category and low hours within each category for rotating and weekly pick operators. Emergency work will be assigned to extrawork standby extraboard operators on their day off and regular operators working extra by the numbered standby that has been selected.

I. P.M. Extra work will be held until 9:00 A.M. and then booked except as provided in Rule 6.5(C).

J. When work remains to be booked after the closing of the Extra Board, this work will be offered to those operators properly signed up for extra work according to their position and category. Extra work will be offered beginning at 4:00 P.M. of the preceding day or when practical, but not after 6:00 P.M.

7.5 Next day work will be offered conditional to whether or not the Rotating Board is frozen.

A. If the Rotating Board is not frozen, only A.M. extra work will be offered.

1. All available A.M. work will be offered, according to requests made prior to booking.

B. If the Rotating Board is frozen, work will be offered according to the following rules:

1. All available work including stand-by will be offered according to their position and category.

2. Operators up for time must select from the work available at the time of booking.

3. Extra Board operators can refuse afternoon or night work without penalty except that no claim for time can be made for work previously rejected. This will not deny them the right to later operate a piece of work previously rejected.



## **8.0 EXTRA BOARD PICKS**

- 8.1 All pieces of work or combinations of work that consist of eight (8) hours or more for three (3) days or more shall be posted each week for an Extra Board pick by seniority. If partial picks open up for extended days they will be offered as runs open to the senior rotating operator on down. Operators will not be re-offered picks if they have passed before.
- 8.2 No operator will be allowed to choose for the following workweek at times other than those specified under Article 27.4 (E) of the current agreement. However, any open pick may be selected on a first-come first-serve basis from 1:00 P.M. - 6:00 P.M. on Thursday. Any unpicked runs will be forced by seniority preference to the junior rotating operator(s).
- 8.3 Once the pick closes, runs chosen will be assigned in order of seniority and selections and runs awarded will not be changed.
- A. Operators who desire a pick must pick specific pick numbers.
- B. Operators must post the number legibly of each run according to preference, in proper places.
- C. Operators may write a first number and the word "through" the next number if they don't want to write a lot of picks down. Example: 1 "through" 30.
- 8.4 In the event of pick cancellation, the operator holding the pick will be placed on the Rotating Board by accumulated hours and seniority until he/she returns to his/her pick. Guaranteed time will not be paid for time loss unless he/she has already reported for work. Operators will not lose their forty (40) hour guarantee.
- 8.5 An operator's pick will be changed ONLY after Extra Board Work Rules, Article 7 (governing the assignment of extra work) has been exhausted and picks will be changed in compliance with Extra Board Work Rules, Article 7.
- 8.6 Extra operators who pick a five (5) day weekly pick during normal times and which is considered a regular run will be allowed the same days off as were extended to the regular operator.
- 8.7 Pass runs awarded by 2:00 P.M. on Saturday shall have the same days off as were extended to the regular operator.

## **9.0 HOLIDAY PROCEDURES**

- 9.1 A holiday sign up selection schedule will be posted annually, on or before February 1.

### **DEFINITIONS**

Emergency Piece of Work -- is any piece for work that is vacated for reasons beyond the control of the Employer and which must be booked with less than an hour's notice when there are no stand-bys available.

Extra Work -- is defined as regularly assigned runs when temporarily manned by operators other than those who originally picked the runs at regular pick, and all other pieces not defined as a run.

Fill -- is a booking of eight (8) hours or more of work. When possible, work will be booked out in fills on the rotating portion of the Extra Board.

Night, Afternoon or P.M. Work – defined as any run or piece of work whose platform time begins on or after 12:00 (Noon) excluding report, travel or intervening time.

Pass Run -- is a pick that becomes available after the weekly pick is posted.

Platform Time – is defined as the time an operator is required to be behind the wheel, including recovery time, in the performance of his/her duties.

Rotating -- is the daily movement of operators who are assigned work in a day-to-day basis.

Spread Time -- is the time between the first report for the day and the time booked off at the end of the day.

Stand-by -- An operator assigned to show at the barns to cover work that becomes available unexpectedly due to sickness and/or emergency.

Up for Time -- means that an operator is the next one on the Rotating Board to be assigned work per the Contract and these work rules.

Night, Afternoon or P.M. Work – defined as any run or piece of work whose platform time begins on or after 12:00 (noon) excluding report, travel or intervening time.

AGREED UPON MAY 4, 1981.  
REVISED AND AGREED UPON DECEMBER 15, 1981.  
REVISED AND AGREED UPON OCTOBER 6, 1985.  
REVISED AND AGREED UPON JUNE 19, 1986.  
REVISED AND AGREED UPON JANUARY 14, 1988.  
REVISED AND AGREED UPON AUGUST 10, 1992.  
REVISED AND AGREED UPON JUNE 22, 1995.  
REVISED AND AGREED UPON AUGUST 20, 2008.  
REVISED AND AGREED UPON \_\_\_\_\_, 2011

**FOR THE EMPLOYER**

**FOR THE UNION**

**CITY OF MADISON**

**TEAMSTERS UNION LOCAL NO. 695**

\_\_\_\_\_  
Dave Cieslewicz, Mayor

\_\_\_\_\_  
Larry Wedan, Business Representative

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Lon Bjornstad, Union Steward

\_\_\_\_\_  
Dean Brassler, Comptroller

\_\_\_\_\_  
Ian Fischer, Union Steward

\_\_\_\_\_  
Chuck Kamp, General Manager

\_\_\_\_\_  
William Roeth, Union Steward

\_\_\_\_\_  
Greg Leifer, Labor Relations Manager

\_\_\_\_\_  
Sharon Williams, Union Steward

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Ron Lalor, Union Steward

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Jason Puls, Union Steward

Approved as to form and execution only,

This \_\_\_\_\_ date of \_\_\_\_\_, 2011.

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Allan Woodman, Union Steward

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City Attorney

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Jacalyn Ninedorf, Union Steward

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