

AGREEMENT

Between

CITY OF SHEBOYGAN, WISCONSIN

-and-

**AMALGAMATED
TRANSIT UNION
Local 998**

January 1, 2007

to

December 31, 2009

ADDENDUM I/EXHIBIT A

Check-off authorization and assignment 47

AGREEMENT..... 8

ARBITRATION PROCEDURE

Arbitration award timeliness 14

Arbitration notification to other party in writing 13

Arbitrators confined to issues submitted 14

Arbitrators decision final and binding 14

Arbitrators no authority to increase or decrease wages..... 14

Arbitrators not add, detract or modify agreement..... 14

Arbitrators proceed in accordance with this article..... 13

Composition of arbitration. 13

Definition of issue for arbitration. 13

Determination of arbitrable dispute..... 13

Expenses of arbitration..... 14

Failure to appoint arbitrator..... 13

Method of selection of third arbitrator. 13

Prohibited actions during arbitration appeal..... 13

Situations not subject to arbitration..... 13

BASE PAY

Cleaner training pay 39

Direct deposit of wages 41

Longevity pay 40

Mechanic pay..... 39

New operators in training pay..... 39

Pay scale 39

Pay schedule 40

Probation..... 39

Top base pay..... 39

Training new operators pay 39

Vending machine commission 41

Written recommendation for compensation advancement..... 39

BEREAVEMENT PAY 37

CALL-IN & REPORTING PAY

Call to work minimum pay 22

Employees expected to respond to emergency 22

Floating holiday may be used when no work due to emergency..... 22

May assign to any work 22

CHECK OFF & UNION SECURITY

Employee’s written request for deductions 9

Member in good standing as a condition of employment..... 10

Monthly deductions from wages 9

Union to obtain check-off authorization..... 9

CLOTHING AND TOOL ALLOWANCE..... 36

CONDITION AND DURATION 8

DENTAL INSURANCE

Premium rates 34

Schedule of benefits	61
FLEXIBLE SPENDING PROGRAM	
Pre-tax payment of allowed expenses.....	41
GENERAL COMMITMENT OF UNION	
Comply with rules.....	38
Member courteous	38
Penalties for prohibited acts	38
Strike, work slowdown, refuse to work.....	38
Use effort to prevent injury	38
Wildcat strike written notification	38
work at all time to best interest of City	38
GRIEVANCE PROCEDURE	
Claims for back wages limited.....	12
Definition of grievance.....	12
Discipline and seniority rights.	13
Electronic vehicle tracing equipment.....	13
Grievance involving discharge.....	12
Grievance procedure and steps.....	12
Limitations on discipline grievance arbitration.	13
Limitations on pay of back wages.....	12
Resolved grievance final and binding	12
Time limits of grievance.....	12
Timeliness of charges against employees.	13
GROUP LIFE INSURANCE	35
HIPAA	35
HIRING PRACTICES AND SENIORITY	
Benefit distribution employment classifications	14
Benefit distribution/No purposeful limitation of hours to circumvent.....	14
Class A, B, and C employees defined.....	14
Health and fitness standards/City's right to specify standards.....	15
Job posting 7 days.....	16
Job posting demerit points	16
Job posting half-year seniority calculation	16
Job posting promotion to full-time status	16
Job posting seniority.....	16
Job posting transfer from one unit to another	16
Job posting vacancies	15
Job postings/bid sheets.....	16
Job vacancy testing	16
Lay-off	17
Layoff and recall.....	17
Layoff/Transfers to avoid layoff	17
Preference for employment	15
Preference of laid off employees over new hires.....	15
Probation/new employees	15
Probation/Part-time to full-time	15
Probationary employees and benefits	15

Probationary employees/Termination of	15
Questioning qualifications after probation ends.....	15
Ratio of part-time to full-time employees.....	15
Termination of seniority	17
Transferred or promoted employees.....	15
HOLIDAYS	
Eligibility for holiday pay	28
Floating holiday balance shown on pay stub.....	27
Floating holidays	27
Floating holidays cannot be carried over.....	27
Floating holidays unused/limited payout.....	27
Paid half-holiday falls on regularly scheduled workday	27
Paid holiday falls on regularly scheduled workday	26
Paid holidays	26
Pay for working on the six observed holidays	27
Pay for working on two half holidays.....	27
Pay when Sunday holiday officially observed on Monday	27
Reduced service on holiday officially observed on Monday.....	27
Snow emergency employee at work and does not work/pay full shift (must be past check-in time).....	27
Used when no work due to emergency	27
JURY DUTY	38
LEAVES	
Commercial Driver's License leave	23
Elected to office	23
Failure to return or revocation of leave.....	23
FMLA leave	23
Full-time ATU or AFL-CIO position	23
General leaves of absence/written application.....	23
Induction into armed forces.....	23
Military leave.....	22
Unpaid time off request.....	23
LETTER OF INTENT	
Retiree definition /receiving benefits from Chapter 40 WI Stats	64
Retiree health insurance	33
LETTER OF UNDERSTANDING	
Subcontracting	48
MANAGEMENT RIGHTS	
Changes to work rules posted.	10
City may utilize certain personnel.	11
City to supply copy of contract to new hires.	10
City's right of contracting or subcontracting.....	11
City's right to determine schedules, methods and processes.....	11
City's right to layoff.	11
City's right to schedule overtime as required.	11
Conference on reasonableness of work rules.....	10
Cost of contract printing shared.	11
Filling of an open City run due to illness or injury.	11

Management of buses vested exclusively with City	11
Operating phone service required.	11
Operators not available if do not answer phone.	11
Overtime offered to full-time drivers first.	11
Prerogative of City to operate and manage.	10
Right of City to establish reasonable work rules.	10
Rotation of calls for overtime work.....	11
Skipped turns in overtime assignment rotation.	11
Unscheduled work offered first to part-time drivers.	11
OPTICAL BENEFIT	35
OVERTIME	
Banking overtime, plus hours, compensatory time	22
City may deny overtime	22
Contract reopener for payment and scheduling of Sunday work	21
Employee expected to work overtime unless excused	22
Employee may grieve denial of overtime	22
No duplication, pyramiding or compounding of time	22
No mechanical work on Sunday with trolley	21
Overtime first to employees of same job title.....	22
Pay for work on specified holidays	21
Shop employee overtime when regular hours change	22
Sunday electric trolley driver pay	21
Sunday electric trolley work.....	21
Sunday when not a regular workday	21
OVERTIME	21
RECOGNITION AND SCOPE	
Application of benefit provisions	9
Bargaining unit negotiating committee	9
Local 998 sole representative	8
Pay and negotiation meetings	9
positions not retained as members	9
Positions not retained as members	8
Scheduling of negotiating committee	9
SAFETY	
Accident deemed non-preventable if other party convicted.....	24
Accident Review Board	24
Accident review time limit.....	24
Accident/Drivers have right to state case	24
Accidents, disturbances, ejections reported	24
Meetings	24
Modification of disciplinary schedule/Group 4 work rules	24
SAFETY SENSITIVE FUNCTIONS	
Sheboygan Transit System.....	59
SICK & ACCIDENT BENEFITS & HEALTH INSURANCE	
General. Benefits subject to standard policy provisions	28
General. Benefits when employment interrupted	28
General. City shall select or change carriers.....	28

General. Effective	28
General. Government sponsored insurance programs	29
General. No obligation to duplicate coverage.....	29
General. Retirement	29
Group health insurance	29
Group health insurance. Ambulance.....	31
Group health insurance. Co-payment exclusions.....	30
Group health insurance. Co-payment/office visit	30
Group health insurance. Emergency services	31
Group health insurance. Lifetime limit	30
Group health insurance. Male erectile dysfunction coverage	31
Group health insurance. Organ transplants	31
Group health insurance. Out of pocket limits	30
Group health insurance. Payment for recovered overpayments	31
Group health insurance. Payment of premiums	32
Group health insurance. Preferred Provider Organization	29
Group health insurance. Prescription drug coverage	30
Group health insurance. Referrals not needed	30
Group health insurance. Self-insurance.....	32
Group health insurance. Vision and hearing exams	31
Group health insurance. Nutritional counseling	31
Retiree health insurance	32
Retiree health insurance. City contribution toward retiree premium.....	33
Retiree health insurance. Definition of retire or retirement.....	33
Retiree health insurance. Family or single plan at retirement.....	33
Retiree health insurance. Medicare eligible	33
Retiree health insurance. Participation in plan by rehired employees	33
Retiree health insurance. Retiree eligible or receiving benefits covered by Chapter 40 WI Stats.....	33
Retiree health insurance. Retirees benefit level same as active employees	33
Retiree health insurance. Surviving spouse benefits	33
Retiree health insurance. Surviving spouse requirements for continuing participation	33
Sick/Accident. Employees not eligible	29
Sick/Accident. Sickness and accident insurance	29
SUBSTANCE ABUSE POLICY	
Sheboygan Transit System.....	49, 60
TRANSPORTATION	
Employee/Dependent Bus Pass	28
UNION ACTIVITY	
Assignment of bargaining unit work to supervisory employees	10
Union bulletin board.....	10
Union business on City time.....	10
Union representation	10
VACATION	
Anniversary date used to determine vacation	24
Full-time receive 40-hour/week vacation pay.....	24
Holiday during vacation	25
Military service	26

Other absences credited to vacation if manager deems.....	26
Part-time promoted to full-time.....	24
Part-time prorated	24, 25
Pay.....	26
Selection	25
Taken in year earned	26
Time off/years of service, full-time and part-time.....	25
Unscheduled by September 15.....	26
WISCONSIN RETIREMENT PLAN.....	35
WITNESSETH	8
WORK AND CONDUCT RULES	
For all Sheboygan Transit.....	42
Group I.....	42
Group II.....	43
Group III.....	44
Group IV.....	45
Penalties	46
WORKING CONDITIONS & HOURS	
Absence/report to supervisor	18
Absence/unauthorized and unreported.....	18
Bathroom use by operator in route.....	19
Drivers working in a fill-in dispatch capacity.....	19
Employee off duty, notice times.....	18
Extra board pick	19
Full-time runs/general selection	19
Garage employees.....	20
Garage employees temporary transfer	20
Garage employees/on call Saturday p.m.	20
Garage employees/regular hours	20
Garage employees/returning to former occupation.....	20
Garage employees/shifts and shift picks	20
Garage employees/Sunday work	20
General selection	19
Head lice contamination.....	19
Maximize number of full-time driver positions	18
Normal workweek.....	18
Normal workweek/Minimum hours not guaranteed.....	18
Pay for check-in time.....	18
Picking/seniority date used	18
Regular run open for 30 days or more	18
Re-pick	18
Seniority determined by length of present continuous service	19
Shop runs and tripper runs combined when possible	18
Spread of duty.....	18

1 **AGREEMENT**

2 This Agreement made and entered into at Sheboygan, Wisconsin by and between the City of
3 Sheboygan as municipal employer herein after referred to as the Employer or City, and Local 998 of the
4 Amalgamated Transit Union herein after referred to as Union.
5

6
7 **WITNESSETH:**

8 WHEREAS, Both of the parties to this Agreement are desirous of reaching an amicable
9 understanding with respect to the employer-employee relationship which exists between them and to enter
10 into a complete Agreement covering rates of pay, hours of work, and conditions of employment; and

11 WHEREAS, The parties do hereby acknowledge that this Agreement is the result of the unlimited
12 right and opportunity afforded to each of the parties to make any and all demands and proposals with
13 respect to the subject of rates of pay, hours of work, and conditions of employment, and incidental matters
14 respecting thereto; and,
15

16 WHEREAS, It is intended by the provisions of the Agreement that there be no abrogation of the
17 duties, obligations, or responsibilities of any agency or department of City government which is now
18 expressly provided for respectively by:
19 Federal laws and regulations, State statutes, charter ordinances, and ordinances of the City of Sheboygan
20 except as expressly limited herein; and,
21

22 WHEREAS, The welfare of the members of the Union is dependent upon the continued efficient
23 operation of the bus lines.
24

25 NOW THEREFORE, In consideration of the mutual conveniences herein set forth, it is mutually
26 agreed as follows:
27

28
29
30 **ARTICLE I -- CONDITION AND DURATION**

31 **Section 1.**

32 This agreement reached as a result of collective bargaining represents the full and complete
33 agreement between the parties and supersedes all previous agreements between the parties. It is agreed that
34 all matters relating to the current contract term, whether or not referred to in this agreement, shall not be
35 open for negotiations. The parties acknowledge that during the negotiations which resulted in this
36 agreement, each had the unlimited right and opportunity to make demands and proposals with respect to
37 any subject as provided by Wisconsin Statute 111.70 and the agreements arrived at by the parties after the
38 exercise of that right and opportunity are set forth in this Agreement.
39

40 This agreement shall be effective upon execution to be not later than the (10) days after ratification
41 by both parties, and shall remain in full force and effect from January 1, 2007, until its expiration date
42 December 31, 2009.
43

44
45
46 **ARTICLE II -- RECOGNITION AND SCOPE**

47 **Section 1.**

48 Local 998 of the Amalgamated Transit Union shall be the sole representative for collective
49 bargaining of all the City's bus operating and maintenance employees who have completed 30 days of their
50 probationary period and whose occupations are listed in the wage schedules attached to this Agreement.
51

52 The Union agrees that it will not include or retain as members. supervisory, professional or
53 clerical employees. Supervisory employees are recognized to be;
54

- 55 A. Those who have the right to employ and discharge or whose recommendation is relied upon by a
56 superior in employing or discharging.
57 B. Those who assign.
58 C. Those who administer discipline or recommend administering discipline.
59

60 All Benefit Provisions of this Agreement. apply only to regular full-time employees as defined
61 unless expressly provided otherwise.
62

63 Except as otherwise noted: All non-benefit sections of the current labor agreement will apply to
64 any paratransit operators who may be hired by the City of Sheboygan.
65

66
67 **Section 2.**

68 The names of the duly chosen representatives of the bargaining unit and negotiating committee.
69 shall be submitted to the proper City officials. The negotiating committee shall consist of no more than
70 five (5) representatives.
71

72 Reasonable attempts shall be made to conduct negotiations. outside of the regularly scheduled
73 work hours of designated Union representatives insofar as is practicable. When negotiations are conducted
74 during the regularly scheduled work hours of the members of the Union's negotiating committee, the parties
75 shall alternate responsibility (starting with the Employer) for paying. an amount representing what the
76 employees would have earned during their regularly scheduled work hours for that period of time such
77 Union representatives are present at such meetings, including a reasonable period of time occasioned by
78 their leaving and returning to their place of employment, not to exceed four (4) such representatives when it
79 is the City's turn. When negotiations are scheduled, Union committee members will not be required to
80 work unless otherwise agreed to, irrespective of whether their regular work hours may be different or
81 otherwise not concurrent with the negotiations.
82

83
84
85 **ARTICLE III -- CHECK OFF & UNION SECURITY**
86

87 **Section 1.**

88 The employer agrees to deduct each month* from the wages of each employee who signs a check-
89 off authorization and assignment, the amount of his current monthly Union dues set forth by the By-Laws
90 of the Union and by the thirtieth (30) day of each month remit the total of such deductions, together with
91 a list of deductions to the Financial Secretary of the Union. It is understood that such check-off
92 authorizations are revocable in the manner stipulated therein. A copy of such check-off authorization is
93 attached hereto marked Exhibit "A", and is part of this Agreement (see Addendum #1). *Union dues will be
94 deducted bi-weekly when the City's software program allows it.
95

96 The City agrees to also deduct, at the employee's written request, . initiation fees, Committee on
97 Political Education (COPE) and group auto insurance premiums. All deductions are to be taken as a single
98 Union deduction and separated at the Union office when submitted. Changes in the amount to be deducted
99 shall be by written notification from the employee to the Finance Department at least 60 days before the
100 effective date of any change.
101

102
103 **Section 2.**

104 The Union accepts full responsibility for obtaining check-off .authorizations from its members and
105 delivering such authorizations to the Employer. Check-off authorizations must be delivered fifteen (15)
106 days before the dues payday of the month. It is understood that payroll deductions made under this
107 arrangement will be one (1) month in advance.
108

109 **Section 3.**

110 All employees must become members of Local Union ATU 998 after thirty (30) days of
111 employment and shall remain members in continuous good standing in the Union as a condition of
112 continued employment. with the City provided, however, that such condition of employment shall not
113 apply with respect to employees to whom membership is not available upon the same terms and conditions
114 as are generally applicable to any other member or with respect to employees to whom membership was or
115 is denied or terminated for any reason other than the failure of the employee to tender the periodic dues,
116 initiation fees and assessments uniformly required as a condition of acquiring or retaining membership.
117

118

119

120 **ARTICLE IV -- UNION ACTIVITY**

121 **Section 1.**

122 The City agrees to provide space for a Union .bulletin board. No materials shall be posted thereon
123 except notices of Union meetings, information regarding Union business, and social affairs. Notices or
124 announcements shall not contain anything political or anything reflecting adversely upon the City, any of
125 its employees, or any labor organization among its employees; and no material, notices, or announcements
126 which violate the provisions of this section shall be posted. Any Union authorized violations of this section
127 shall entitle the City to cancel immediately the provisions of this section. Locked case to be paid for and
128 provided by the Union.
129

130

131 **Section 2.**

132 No Union member or officer shall conduct any .Union business on City time except as expressly
133 provided in this Agreement.

134 No Union meetings shall be held on City time or property.
135

136

137 **Section 3.**

138 No Union member shall be denied .union representation.
139

140 Management agrees that it will not .assign bargaining unit work to supervisory employees that
141 would exceed twenty percent (20%) of their time. Said bargaining unit work will primarily be in the areas
142 of training and instructing employees, performing work in emergencies or due to extenuating
143 circumstances, and filling in for absences when other qualified employees are not readily available.
144

145

146

147 **ARTICLE V --MANAGEMENT RIGHTS**

148 **Section 1.**

149 The Union recognizes the .prerogative of the City to operate and manage its affairs in all respects
150 in accordance with its responsibilities, and the powers or authority which the City has not officially
151 abridged, delegated, or modified by this Agreement are retained by the City. The Union recognizes the
152 exclusive. right of the City to establish reasonable work rules. The Manager will notify the Union
153 President of any new or changed work rule that affects working conditions before it is posted.
154

155 All new employees shall be furnished with a copy of the present rules and regulations upon
156 employment.
157

158 Any proposed .change in the rules and regulations shall be posted on the bulletin board of the
159 Sheboygan Transit System one calendar week before the effective date of the rule.
160

161 The .reasonableness of any rule or regulation shall not be challenged unless a conference is asked
162 within one calendar week of the time it is posted on the bulletin board of the Sheboygan Transit System.
163

164 The City agrees to supply a .copy of the contract to each new employee upon hire.
165

166 The cost of printing .copies of the labor agreement shall be shared equally between Union and
167 Management.

168
169
170 **Section 2.**

171 The City has the right to .schedule overtime as required.

172
173 Extra unscheduled transportation work will be offered first to part-time drivers with less than 40
174 hours scheduled for the week, before being offered to full-time drivers.

175
176 "When circumstances create an opening on any run, such as sudden illness or injury, if no extra
177 board operator is available, said position shall be filled on a rotating seniority basis from the list of those
178 available tripper drivers who have demonstrated interest in such work."

179
180 All over-time will be offered by seniority with full-time drivers getting preference. It shall be first
181 rotated completely through the full-time seniority list. If no worker is found, the overtime will then be
182 rotated through the part-time seniority list.

183
184 Office personnel will leave a message on an answering machine if there is one - the message being
185 that the operator is considered unavailable if they do not answer.

186
187 All personnel are required to have operating phone service.

188
189 The rotation will begin with the person immediately below the last full-time worker to work
190 overtime and who indicated their interest to work overtime at the time of the quarterly assignment pick.
191 The City shall maintain a quarterly sign up list for those requesting to work overtime.

192
193 Employees who are excused for good cause (e.g., sickness, injury, or verifiable appointments), or
194 are unavailable for overtime or extra work shall be skipped until their next turn in rotation. Skipped turns
195 are treated as though worked and will not be made up.

196
197
198 **Section 3.**

199 The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions
200 beyond the control of the City or where such continuation of work would be wasteful and unproductive.
201 The City shall have the right to determine reasonable schedules of work and to establish the methods and
202 processes by which such work is performed including contracting for matters relating to municipal
203 operations. The right of contracting or subcontracting is vested in the City.

204
205
206 **Section 4.**

207 The management and operation of the buses including, but not limited to, the direction of all
208 employees, the determination of necessary minimum qualifications for any job, the appraisal of the
209 qualifications of any individuals for a particular job, and the establishment of hours to be worked are
210 reserved by and shall be vested exclusively in the City.

211
212
213 **Section 5.**

214 The City may utilize personnel provided under grants, juvenile restitution programs, and welfare
215 programs to perform temporary, seasonal work and clean up and repair vandalism.

216
217
218
219 **ARTICLE VI -- GRIEVANCE PROCEDURE**

220 **Section 1.**

221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276

A grievance under this Agreement is a written complaint arising under and during the term of this Agreement filed by either an authorized representative of, or an employee in, the bargaining unit involving the interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is desirable, agree that each step must be adhered to as set forth herein or the grievance is forfeited. The time limits set forth in this Article shall exclude Saturdays, Sundays and Holidays. During the first thirty (30) days of probation, the employees shall not have access to the grievance procedure. During the remaining sixty (60) days, employees shall have access to the first two (2) steps of the grievance procedure. At no time during the ninety (90) day probationary period shall the employee have access to the arbitration procedure.

All grievances must be filed within seven (7) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Any grievance involving discharge shall be initiated in writing by the employee/union, at Step 2 of the grievance procedure within seven (7) working days of the discharge.

Section 2.

Any employee having a complaint shall first take up the matter with his immediate supervisor. If no satisfactory answer or disposition is received within seven (7) working days, the complaint shall be processed as follows:

Step 1: The complaint shall be written and submitted to the supervisor within 7 working days. The supervisor shall, within 7 workings days of receiving the complaint, record his/her disposition.

Step 2: Failing to resolve the grievance in the first step, the steward shall within seven (7) working days of receipt of the supervisor's disposition present an appeal in writing and take up the matter with the department manager or his designated representative. The manager or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition. If the parties in this step are unable to resolve the grievance the matter may be submitted to arbitration within fifteen (15) days as herein after provided for in this Agreement.

Section 3.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Section 4.

The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of this pay period providing the employee files his grievance within seven (7) working days after receipt of such pay.

Section 5.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for extraordinary personal services that he/she has received during the back pay period.

Section 6.

277 The right to discipline belongs to and rests exclusively with the City. Nevertheless, any employee
278 covered by this Agreement shall have the right to be heard by the proper officials of the City and to
279 produce witnesses or officers of the Union in his/her behalf as to the truth of the charges preferred against
280 him/her; and finally, if the charges are not sustained, shall have his/her record cleared of such charges and
281 in the case of any loss of wages shall receive reimbursement for such loss. Discipline which involves the
282 discharge or suspension of an employee for more than one (1) day may be submitted to arbitration in
283 accordance with Article VII. If any discipline beyond a one (1) day suspension is arbitrated according to
284 this Agreement, the arbitrator shall be empowered to consider the previous one (1) day suspension. .Said
285 appeal to arbitration shall be made within fifteen (15) days of said suspension or discharge.
286

287 Charges against any employee shall be specific and shall be called to the employee's attention
288 within five (5) working days after notice of the alleged offense has been brought to the attention of the
289 department head concerned whenever possible.
290

291 No discipline by suspension shall be administered to any member which will impair his seniority
292 rights.
293

294 Electronic vehicle tracking/surveillance equipment will not be the sole source of
295 disciplinary action.
296

297

298

299 **ARTICLE VII -- ARBITRATION PROCEDURE**

300 **Section 1.**

301 Arbitration may be resorted to in the event of failure to meet a mutually satisfactory adjustment of
302 any grievance relating to interpretation, application, or enforcement of the provisions of this Agreement;
303 except, however, that the following situations shall not be submitted nor subject to arbitration;

- 304 1. Any Pension matter.
- 305 2. Provisions of this Agreement which relate to or in any manner affect the obligations of the
306 City as expressed or intended by provisions of the Wisconsin Statutes or City ordinances.
- 307 3. The statutory or charter obligations which by law devolve upon the Common Council.
- 308 4. Elimination or discontinuance of any job.
- 309 5. Discipline and/or termination of any probationary employee.
310

311 **Section 2.**

312 The Arbitration Board shall consist of three (3) persons, one (1) to be chosen by the City, one (1)
313 to be chosen by the Union, and the two thus selected shall meet to select a third. In the event they have not
314 agreed upon such third arbitrator within fifteen (15) days after their appointment, the Federal Mediation
315 and Conciliation Board shall be asked to submit a panel of five (5) arbitrators. The Union shall have the
316 right to strike one (1) name from the panel, then the City, each in alternate strikes with the remaining one
317 (1) person becoming the Chairman of the Arbitration Board.
318
319

320 **Section 3.**

321 During the arbitration appeal procedure, there shall be no strike, work stoppage, slowdown, or
322 lockout. Either party desiring to arbitrate any case must notify the other party in writing and the failure of
323 either party to appoint its arbitrator within seven (7) working days after the receipt of such notice shall
324 forfeit its case.
325
326

327 **Section 4.**

328 The arbitrators shall have initial authority to determine whether or not the dispute is arbitrable
329 under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the
330 arbitrators shall proceed in accordance with this article to determine the merits of the dispute submitted to
331 arbitration.
332

333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388

Section 5.

The arbitrators shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented to them for arbitration within the limitations expressed herein. The arbitrators shall have no authority to grant wage increases or wage decreases. The arbitrators shall expressly confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

Section 6.

The arbitration award shall be reduced to writing within forty-five (45) days after the hearing unless otherwise mutually agreed upon by the parties. The decision of the arbitrator shall be final and binding on the City, the Union, and the employee.

Section 7.

Each party shall share the expenses of its own arbitrator and all expenses incurred in connection with the preparation and presentation of its own case. Any joint expenses including expenses of the third arbitrator incurred in conducting the arbitration shall be jointly shared.

ARTICLE VIII -- HIRING PRACTICES AND SENIORITY

Section 1.

For the sake of benefit distribution there shall be three (3) employment classifications. No operator shall be purposely limited in hours as a means of circumventing the payment of benefits per these classifications.

The three (3) classifications shall be as follows:

- A. **Class A (full-time) employees** -- shall mean a regular employee who is employed on a year round basis where employment is on a full shift basis and who has satisfactorily completed his/her probationary period. Full-time operators are required to pick regular city runs during the school year and participate in the full-time pick during the summer.
- B. **Class B employees** -- shall be all employees who are not qualified to move to full-time benefit status who work an average of 20 hours per week or more. Such employees shall be eligible for prorated benefits as specified in this agreement including the option of partial payment by the employer of a given percentage of the lowest cost health plan as specified in the state health plan currently in place. That health insurance payment for Class B employees shall be further differentiated based on average hours per Art.XVII, Sec.4.
- C. **Class C employees** -- shall be all employees who average less than 20 hours per week. Such employees shall receive some prorated benefits as specified in this agreement.
- D. **Class D employees** – see Memorandum of Agreement attachment.
- E. Effective beginning July 1, 2004, employees in the Collective Bargaining Unit who do not average 700 hours per year, based on the previous year’s hours, will not be entitled to holiday pay, vacation pay, medical and dental insurance, short term disability, retiree insurance credit allowance.

Effective at the close of business December 31, 2005, the calculation of the 700-hour average shall be based on a calendar year. The first calculation shall be for the January 1, 2005 through December 31, 2005 year.

389 (It is agreed that the part-time employee to full-time employee ratio shall be no greater than 1.75
390 to 1.)
391
392

393 **Section 2.**

- 394 A. All new employees shall serve a probationary period of ninety (90) days uninterrupted by any type
395 of service break, during which time they will be termed "Probationary Employees". By mutual
396 agreement between the City and the Union, the probationary period can be extended for an
397 additional thirty (30) day period. Bus operator probationary periods shall begin with operation on
398 their own and do not include the training period.
399

400 If Sheboygan Transit rehires a Sheboygan Transit retiree within 90 days of his/her retirement, the
401 rehired retiree will be paid at the same grade and step in effect on date of his/her retirement.
402

403 Part-time employees who become full-time employees shall serve an additional 30-day
404 probationary period after being made full-time. In the event that a part-time employee goes to a
405 full-time job and fails to pass the additional 30 day probationary period, the employee may return
406 to his/her part-time job without loss of seniority or benefits.
407

- 408 B. Probationary employee's service with the Employer may be terminated at any time by the
409 Employer and no such matter shall be the subject of arbitration.
410
411 C. During the probationary period an employee shall not be eligible for employee benefits unless
412 expressly provided otherwise in this Agreement.
413
414 D. After an employee has satisfactorily completed his probationary period, he shall not have his
415 qualifications for the particular position which he holds questioned without cause. However, this
416 provision shall not apply in the event the bonding company refuses or cancels the surety bond
417 covering an employee or in the event the employee's commercial driver's license is revoked, nor
418 shall it apply in the event an employee has been convicted of larceny or other statutory or criminal
419 offense, and no such matter shall be the subject of arbitration.
420
421 E. Employees who are transferred or promoted to any other position with the company not covered
422 by this agreement shall automatically be dropped from their respective seniority lists at the end of
423 six (6) months from the date of transfer.
424
425

426 **Section 3.**

427 When new employees are to be hired in any group under the jurisdiction of the Union, regular
428 employees from any of these groups who have been laid off due to lack of work within the previous
429 twenty-four (24) months shall be given preference over outside applicants if they are qualified for the
430 position.
431

432 Nothing herein contained shall take away the City's recognized right to specify standards of health
433 and physical fitness required of its employees for the safe operation of its services to the public or its right
434 to require physical examinations from time to time in order to maintain such standards.
435

436 When mutually agreed by Union and Management, preference for employment will be given to
437 existing or laid-off employees who cannot or could not perform his/her job due to disability.
438
439

440 **Section 4.**

441 When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy or
442 opening, with the job description and rate applicable thereto, will, within three (3) workdays after such
443 vacancy or opening occurs, be posted on the bulletin board of all Seniority Units for a period of not less
444 than ten (10) workdays; Saturdays, Sundays and holidays excluded. If a job vacancy is not to be filled, a

445 notice will, within three (3) workdays after such vacancy occurs, be posted on the bulletin boards within the
446 Seniority Unit affected, to the effect that the job is being abandoned and the reason for such abandonment.
447 Any employee desiring to bid on a posted job must submit his/her bid in writing within said ten (10)
448 workdays. It is understood that the City will utilize a written test to determine an employee's
449 qualifications for a posted job. Tests to determine the qualifications for assignment to a posted job, and/or
450 a trial period, shall be the same for all employees and test results shall be made available to the employee
451 involved and a Union Executive Board member.

452
453 Paratransit operators may apply for open part-time or full-time operator positions and will
454 be given preferential treatment.

455
456 The bidder with the greatest company seniority (total length of service with the employer), who is
457 qualified, will be assigned to the job as soon as possible. At the discretion of management, ability and
458 merit being sufficient, seniority shall prevail in determining those eligible for a trial period.

459
460 Bid sheets will be posted on appropriate bulletin boards and when an employee turns in a bid sheet
461 the designated City employee will issue the employee a receipt for the bid sheet at that time.

462
463 Job dispositions will be posted within seven (7) days (Saturdays, Sundays, and holidays excluded)
464 after the date that the bids are closed and/or test results are known if testing is needed.

465
466 The union will be furnished a copy of all jobs posted for bid.

467
468 Employees will not be encouraged or discouraged in bidding or not bidding on a job by any
469 representative of the Employer or Union.

470
471 In the event that the successful bidder for a job is required to transfer from one seniority unit or
472 job classification to another, he/she will be placed on the bottom of the seniority list of the department
473 transferring to for picking vacation, vacation days, floating holidays, runs/shift preferences, but shall have
474 his/her full use of seniority (length of service with the employer) for length of vacation and all other
475 benefits.

476
477 Represented employees shall have the opportunity to demonstrate their interest in new or vacant
478 non-represented positions through use of a sign up sheet.

479
480 Promotion to full-time status shall be made by seniority from a pool of qualified candidates
481 demonstrating their interest in the position by signing a posting on the Company bulletin board. There will
482 be individual postings for each available position. Such posting shall remain on the board for a total of ten
483 (10) working days.

484
485 All employees who work less than 500 actual hours in any calendar year (approved leave counts
486 towards hours worked) shall be credited with one-half year of seniority for that calendar year for the
487 purposes of promotion to full-time status.

488
489 In order to qualify for such promotion a driver must have at least twelve (12) months of seniority
490 and must not have had more than 16 demerit points charged against his/her record in the last 18 months of
491 active service, or 21 demerit points in the last 24 months of active service.

492
493 Demerit points shall be charged against a driver according to the following schedule:

494 Preventable (5 points)
495 Disciplinary Action:
496 3 points Group 1 violations
497 4 points Group 2 violations

498
499 The intent of the parties is that the above change is for promotion purposes only.

500

501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556

Section 5.

An employee's seniority and employment shall terminate if:

- A. The employee quits, or
- B. The employee is discharged, or
- C. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the City with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence, or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- F. The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence, or
- G. A settlement with the employee has been made for total disability, or
- H. The employee is retired, or
- I. The employee is laid off or has not for any reason worked for the Employer, except in cases of losing CDL as provided in Art. XII, for a continuous period exceeding the length of his employment or twenty-four (24) calendar months, whichever occurs sooner, or
- J. The employee willfully falsified any information on his/her application for employment, or
- K. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of projection, interference with the operation of the municipality.

Section 6.

- A. In case of layoff the following procedures shall apply:
 - 1) Probationary employees shall be laid off first.
 - 2) Part-time employees will be laid off before full-time employees and there will be no guarantees of filling vacant full-time positions.
 - 3) Further layoffs will be by seniority.
 - 4) This provision shall not apply to lay-offs of 3 weeks or less in duration caused by natural disasters and equipment breakdowns. The 3 week period may be extended by mutual agreement between union and management.
 - 5) The company will continue to provide intact insurance coverage for 30 days from the time of lay-off under the provisions of the labor agreement and according to the guidelines in the existing state insurance plan. After that 30 days if the employee is willing to pay the premium he/she may then choose to do so under provisions in existing state law. Such coverage will terminate when a laid-off employee is covered by a group plan of another employer or has coverage as a spouse or dependent.
 - 6) Seniority in any classification shall continue until (but not exceed) the period of time that the employee has been with the company or 24 calendar months, whichever comes first.
- B. Transfers to avoid lay-off shall take place under the following provisions:
 - 1) Open positions will be posted;
 - 2) Qualifications for the job must be met by the transferee;
 - 3) In case of more than one qualified transferee meeting the qualifications, seniority shall prevail.
- C. Layoff and Recall: The City recognizes the principle of seniority for full-time employees and regular part-time employees. In the event of layoff, seniority within each job classification shall prevail; and in recall, the employees shall be returned to work in reverse order in which they were laid off providing the employee is capable of performing the job as it is then constituted, can pass the regular preemployment physical examination, and has a valid Wisconsin commercial driver's license in good standing. No new employee shall be hired until all furloughed employees in their

557 respective classifications and in accordance with their seniority shall have been notified by the
558 City of the vacancy by registered mail at the address as it appears on the City's records.
559

560 The furloughed employee shall be given ten (10) calendar days to return to work after said
561 notification provided, however, that the furloughed employee notifies the City in writing
562 postmarked within three (3) calendar days of the time of delivery of the notification of his/her
563 intent to return to work. The City shall send the Union a copy of all such communications.
564

565 Failure to accept recall shall void further recall rights. Upon recall unused benefits are to be
566 reinstated equal to the level at time of lay-off if recalled to equivalent position. No benefit service
567 time added for lay-off period and no prior benefit service time lost due to lay-off period.
568 In case of a reduction of a full time driver position, when a full time pick is not available, the
569 displaced full time driver shall have first pick of any part time driver assignment regardless of
570 seniority. Upon the availability of an open full time driver assignment, the displaced driver shall
571 have first pick of that open driver assignment.
572

573
574

575 **ARTICLE IX -- WORKING CONDITIONS & HOURS**

576 **Section 1.**

577 Employees off duty, due to illness or injury, shall notify the City official in charge before noon of
578 their desire to be marked on duty for the following day.
579

580 An employee who is to be absent from duty shall report the reason therefore to his/her supervisor
581 prior to the date of absence when possible but in no case less than two (2) hours prior for shifts starting
582 after 7:00AM and one (1) hour for shifts starting on or before 7:00AM. All unauthorized and unreported
583 absences shall be considered absence without leave and deduction of pay shall be made for the period of
584 absence. Such absence may be made the grounds for disciplinary action.
585

586 It is the intent of the City of Sheboygan not to lay off Local 998, ATU, bargaining unit members
587 for the calendar year 2005.
588

589 The normal work week for the top 20 full-time driver positions will be 40 hours but this is not
590 construed to mean a guarantee of minimum hours of work or a limitation of the number of hours an
591 employee may be required to work. The City agrees to maximize the number of full-time driver positions
592 available to employees. For picking purposes only, full-time seniority shall begin with date the employee
593 becomes full-time.
594

595 The spread of duty of a regularly scheduled run shall not exceed a total of twelve (12) hours, and
596 the City agrees to make the schedule of runs as nearly satisfactory to the drivers as they conveniently can
597 without the creation of additional overtime. Wherever possible, shop runs (shop runs are defined as those
598 runs to industries and other organizations) and tripper runs are to be combined to make regular runs.
599

600 Each full-time operator and regular part-time operator who is assigned a transit run shall be paid
601 15 minutes check-in time for each regular shift and a total of 30 minutes for each split shift for taking a bus
602 out of the garage. In addition, tripper drivers whose tripper runs exceed two hours shall be paid 15 minute
603 check-in time.
604

605 Upon notification to the Company that a driver with a run (not extra board) is to be unavailable for
606 work for 30 days or more, the City will post a notice of re-pick, and where it will start from on the
607 seniority list. The re-pick will start 24 hours after the notice has been posted and each driver will have a
608 maximum of one (1) hour to complete their pick upon personal notification. If an employee has been out on
609 a leave at the time of a re-pick, his/her place will be skipped.
610

611 For a re-pick in which a driver is out for 30 days or more, the run thus open will be offered to the
612 next lowest senior driver and so on down the seniority list until the run is picked or has been offered, but

613 declined, by all remaining active drivers on the seniority list. Likewise, runs that become open by virtue of
614 the re-pick will also be offered to the next lowest senior driver from that/those point(s) until picked or
615 offered to all remaining active drivers on the seniority list in seniority order. The re-pick concludes when
616 an open run is picked by an extra board driver or has been offered, but declined by all remaining active
617 drivers on the seniority list.

618
619 The pick must be completed within three (3) days (excluding Saturdays, Sundays and national
620 holidays) from the start of the pick, that is, four (4) days (excluding Saturdays, Sundays and national
621 holidays) from receiving notification from the employee that he/she will be unavailable for work. The work
622 assignments thus selected in the re-pick will take effect on the first Sunday after the re-pick is completed.
623

624 Upon notification of his/her return to work, the driver will take the pick they held at the beginning
625 of the general pick period. If the driver was passed over during the general pick, then he/she will pick from
626 any run that would have been available to him/her based on seniority at the time of the general pick. Only
627 the employee that loses their pick as a result of this return to work re-pick will then have an opportunity to
628 pick from the remaining runs that were open to them at the time of the last general pick. Employees will not
629 have the chance to switch routes when an employee returns to work unless he/she has been bumped from
630 their pick by a driver with more seniority.

631
632 No change in pick assignments on a re-pick unless mutually approved by the Union and the City.
633

634 This procedure does not apply when there are less than 15 days left in the driver assignment pick
635 period.
636

637 Said change or changes will remain in effect for the duration of the run pick or until the employee
638 who was out 30 days or more notifies the company in a timely fashion (allowing for the notification of all
639 parties involved) that they will return to work. At such time all runs shall revert back to the original
640 designations. No variations for individual employee situations shall be allowed under this provision.
641

642 In so far as is practical, all operators shall be entitled to eight (8) hours off duty before being
643 subject to recall. This rule may be waived by any individual operator by written notice to the manager.
644

645 Employee's seniority shall be determined by the length of his present continuous service.
646

647 A general selection of full-time runs shall take place approximately every three (3) months, or
648 when there is a major change of schedule, or at any other time by mutual agreement between the Company
649 and the Union. Runs selection will be based on seniority and held within their respective occupational
650 group. An extra board pick will be made after the full-time pick. Said pick to be made by seniority.
651

652 The general selection will start ten (10) days after the notice and run schedule has been posted for
653 operator review. Each operator will have a maximum of one (1) hour to complete their pick upon personal
654 notification. Where attempts to contact an operator are unsuccessful for twenty-four (24) hours, the
655 operators personal notification shall be given to the union steward (or designee in the union steward's
656 absence) who will have a maximum of one (1) hour to complete the pick for the absent operator.
657

658 When use of a bathroom is required by an operator in route the dispatcher is to be noticed by radio
659 immediately before leaving the coach and immediately upon returning to the coach.
660

661 If an operator or his family has been notified of contamination by head lice the company is to be
662 notified and the operator will be booked off and not allowed to return to work without documentation that
663 the operator has been inspected and found to not be contaminated by the parasites. Written clearance can
664 be from a doctor, the City Health Department, a hospital emergency room or an emergency clinic. The
665 employer will pick up actual costs of required medical clearance if not already covered by insurance.
666

667 Drivers working in a fill-in dispatch capacity will be selected, assigned and paid as follows:
668

669 1. SELECTION. Interested drivers may sign up for the fill-in dispatch opportunity posting. Those
670 drivers qualified for fill-in dispatch opportunities after January 2007, will have a minimum of one (1) years
671 experience as a driver and no greater than three (3) demerits in the past twelve (12) months as demerits are
672 defined in Art. VIII, Sec. 4. Of those drivers so qualified, a selection will be made by the Director after an
673 interview of the qualified applicants.

674
675 Of those interviewed, selection will be based on the criteria of the applicant's dependability,
676 diplomacy, job knowledge, judgment, honesty, tact, self-confidence and work availability. If two (2) or
677 more candidates in all other aspects are substantially equal for selection purposes, seniority will prevail in
678 the determination of the candidate selected.

679
680 2. ASSIGNMENT. Full-time and part-time drivers trained for fill-in dispatch work will be used on
681 an availability basis. No hours are guaranteed to drivers as fill-in dispatchers on either a daily or weekly
682 basis.

683
684
685
686 3. PAY. Top driver rate with top longevity plus \$.35/hour.

687 688 689 **Section 2. Garage Employees**

690 The mechanics' regular hours shall be consecutive. Regular shifts shall be Monday through
691 Friday. Saturday A.M. and Saturday "on call" shall be rotated. When there are four or less mechanics,
692 there shall be no more than one regular mechanic shift starting after 9 A.M. These shifts will be chosen by
693 seniority. A pick for garage shifts shall be held once a year in December for the following year, or when
694 there is a vacancy.

695
696 Mechanics will be paid 1 hour 20 minutes when on call Saturday p.m. Failure to respond while on
697 call will negate this provision and could result in disciplinary action.

698
699 Any employee temporarily transferred to a position paying a lower rate shall receive his regular
700 rate of pay while holding such position.

701
702 When employees are transferred from one occupation to another of one week or more because of
703 curtailment of work in their regular occupation, or if for other reasons transfers are made to accommodate
704 employees, such employees shall be paid the wage applicable to the new occupation.

705
706 Employees returning to their former occupation after temporary transfer shall receive their former
707 rate of pay immediately.

708
709 A minimum number of mechanics having the least amount of seniority in each respective
710 classification will be scheduled in advance to rotate Sunday work according to the requirements of the
711 service. All employees working on Sunday will do so at straight time, and will be permitted a later day off
712 in lieu thereof. Holidays shall be divided on a basis most satisfactory to the majority of mechanics and
713 shall be scheduled well in advance. Uniforms/coveralls will be provided for all maintenance personnel
714 upon request.

715
716 Anytime there is a shift change for the mechanics, there shall be a re-pick for all mechanic shifts.

717
718 In the event there are more than three mechanics employed, the following language will apply. In
719 the event a mechanic is either off for 30 days or it is known that the mechanic will be off for more than 30
720 days, there shall be a re-pick for mechanic shifts starting with the first person below the mechanic to be off
721 work.

722 723 724 **ARTICLE X -- OVERTIME**

725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779

Section 1.

Time and one-half will be paid in accordance with state and federal laws. Employees performing work on Sundays when such day is not a regular work day shall be compensated for such work at the rate of two (2) times their regular rate.

Call-in for Sunday work will be done by seniority in rotating order. Pay to be at 2 times employee's hourly rate only when called in on Sunday for same day's work. If employee is not available for any reason after the first call to the last phone number on record with the City, employee's place in that rotation will be forfeited.

Employees performing work on specified holidays shall be compensated for such work at the rate of two (2) times their regular rate plus holiday pay.

When Easter Sunday is a transit service day, all full-time/part-time employees who work Easter Sunday will be paid at the rate of two (2) times their regular rate of pay for such hours worked.

When Easter Sunday is not a transit service day, all full-time/part-time employees who would have been scheduled to work that calendar Sunday, had it not been Easter, will be paid straight rate of pay for their normally scheduled Sunday hours.

Should Sunday service be a distinct possibility both sides agree to reopen the contract to discuss payment for and scheduling of Sunday work ONLY. If such an opening were to occur neither side shall make proposals or revisions of any other agreement, article, clause, section or appendix; and if made, such proposal shall not be a subject of bargaining.

Section 2.

Sunday Electric Trolley operation will be done by part-time (Class B and C) Drivers as follows:

- Step 1: All Sunday Electric Trolley work assignments will be offered to Class B and C driver volunteers at the beginning of the Trolley service season. These volunteers may select one Sunday at a time in seniority order and will continue to pick by seniority until all Sunday Electric Trolley work assignments have been selected.
- Step 2: If all Sunday Electric Trolley work assignments are not chosen in Step 1, then the Class B and C drivers not volunteering will be designated by management to work. These designated drivers will be those non-volunteers at the bottom of the Class B and C driver seniority list corresponding to the number of Sundays not chosen in Step 1. These designated drivers will each pick one of the remaining available Sundays in seniority order.
- Step 3: Any Sunday Electric Trolley work assignment that becomes open after initial selection and/or assignment will then be assigned by management in reverse seniority order of those Class B and C drivers who do not have a Sunday Electric Trolley work assignment.

The rate of pay for Drivers of the Electric Trolley on Sunday shall be the same as Drivers receive for any other regular work day bus operation, plus 25 cents an hour.

Sunday Electric Trolley Drivers will have at least one (1) day scheduled off during the following workweek. However, the Driver may choose to work on that off day if requested in accordance with the Collective Bargaining Agreement.

No mechanical work on Sunday shall be performed on the Electric Trolley by supervisory personnel or private mechanic in violation of the Collective Bargaining Agreement.

Section 3.

780 Employees may, at their option, bank overtime hours at the designated premium rate throughout
781 the year to be used as additional benefit time off. The first eighty (80) hours (converted to a dollar amount)
782 of overtime worked in each year shall be accumulated as plus hours. Said accumulated plus hours not used
783 shall be paid out on the first payday of November of each year. Compensatory time for the following year
784 shall start accumulating immediately after the November payout. Any accrued compensatory time shall be
785 paid upon the termination, death, or retirement of an employee.
786

787
788 **Section 4.**

789 There shall be no duplication, pyramiding, or compounding of time paid; that is, no time on time,
790 nor time on time and one-half, nor time and one-half on time and one-half.
791

792
793 **Section 5.**

794 It is agreed policy of the parties hereto, that when it is necessary for the City to require overtime to
795 be worked because of absence, that the first opportunity for the overtime work shall be given to employees
796 in the same job title as that of the employee whose job is being filled. In the interest of safety and good
797 operation, however, the City may determine whether any individual employee is eligible for additional
798 overtime. If the City denies the employee the right to overtime because of these reasons, the employee has
799 the right to question the ruling as a grievance. If requested to work overtime, an employee shall be
800 expected to work unless he is excused for good cause.
801

802
803 **Section 6.**

804 When a shop employee is requested or permitted to change his regular working hours, which will
805 change the starting and ending time, he or she will be expected to work a full shift before the overtime rule
806 shall apply.
807

808
809
810 **ARTICLE XI -- CALL-IN & REPORTING PAY**

811 **Section 1.**

812 Any employee called back to work after completing his/her scheduled hours of work or permitted
813 to come to work without having been notified that there will be no work, and who is physically capable of
814 performing his regular work, or the work assigned, shall receive a minimum of two (2) hours work or pay
815 at his regular hourly rate except in cases of labor disputes, acts of God, unforeseen circumstances or
816 conditions beyond the control of the City.
817

818
819 **Section 2.**

820 The City may assign employees to any work available during such two (2) hour period.
821

822
823 **Section 3.**

824 Employees are expected to respond to a call back to work under conditions of Management
825 declared emergency made known to the employee, provided the employee is given reasonable notice.
826

827 Floating Holidays or any part thereof may be used at the employee's discretion when the employee
828 does not work due to a management-declared snow emergency or other emergency.
829

830
831
832 **ARTICLE XII -- LEAVES**

833 **Section 1. Military Leave**

834 All State or Federal laws pertaining to service in the Armed Forces by an employee on temporary
835 leave of absence for such military service is hereby made a part of this Agreement by reference.

836
837 All leaves of absence for military service will be without pay. No City payment of health
838 insurance premium, dental insurance premium, and short-term disability insurance premium will be made
839 for absences of thirty (30) consecutive days or more due to military service.
840

841
842 **Section 2. General Leaves of Absence**

- 843 A. (Restrictions on Granting.) Applications for leave of absence shall be made in writing.
844 Leaves of absence shall not be granted to any employee to accept another position or
845 engage in a business venture or to practice a profession or occupation. A leave of
846 absence which has been granted for any other reason shall automatically be terminated
847 should it be found that the employee on such leave has accepted another position or has
848 engaged in a full-time business venture, profession, or occupation. These restrictions
849 shall not apply, however, in any of the following situations:
850
- 851 1. If the employee affected has been elected to a full-time office in the service of the City of
852 Sheboygan, County of Sheboygan, State of Wisconsin, or United States. No leaves for
853 elective office shall exceed four years.
854
 - 855 2. If the employee is appointed or elected to a full-time position in the service of the
856 Amalgamated Transit Union or the AFL-CIO.
857
 - 858 3. If the employee in question has been inducted into the Armed Forces of the United States.
859
 - 860 4. The City will provide training to those employees required to pass the Commercial Driver's
861 License exam. In the event an employee is not successful in passing the Commercial Driver's
862 License Exam, or loses the license, or loses a required license endorsement, the employee will
863 be placed on a leave of absence for a period of up to sixty (60) calendar days and will be
864 returned to his/her former position if the license is obtained during that time. If after sixty
865 (60) days the employee still does not have their CDL, the leave of absence will continue for
866 up to one (1) year or until the endorsement is restored as a result of a legal appeal; however,
867 the employee will have to wait for the next available opening to return to their position.
868 Leaves of absence for CDL exceeding thirty days shall result in adjustment of the length of
869 service date beginning on the first day of the leave of absence.
870
 - 871 5. When an employee requests an unpaid partial day, full day or multiple days off because of an
872 unforeseen urgent situation or personal emergency, the City will make attempts to grant this
873 request if said work assignment can be filled at straight rate pay. Such an unpaid time off
874 request will not be granted any sooner than five (5) days prior to the beginning of the period
875 requested off. Employees making such a request must use benefit days if they hold more than
876 three (3) unscheduled floating holidays or any unscheduled vacations days at the time of the
877 time-off request.
878
 - 879 6. City shall adhere to all State/Federal laws concerning FMLA. Current forms agreed to by the
880 City and Union will be used. Any changes to this form shall be mutually agreed to by the
881 City/Union. Form to be attached to this contract as an exhibit.
882
- 883 B. Failure to return or revocation of leave.
884 Failure to report at the expiration of a leave of absence or if a leave has been disapproved
885 or revoked shall be cause for separation from the service unless a justifiable reason is
886 submitted within ten days after said expiration, disapproval or revocation, which is
887 acceptable to the granting authority concerned.
888
889
890

891 **ARTICLE XIII -- SAFETY**

892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947

Section 1.

Safety meetings will be held by the employer periodically. They shall be posted at least 7 days in advance. Each unexcused absence from more than 2 properly posted safety meetings within a twelve month period can be counted as an unexcused absence per Group II, Rule 9.

Section 2.

Any accident in any way involving the operation of the City's buses, however apparently insignificant, and all disturbances and ejections require immediate notification to dispatcher on duty and shall be fully, properly, and completely documented by employees concerned upon report blanks supplied by the City. Such reports shall be made and delivered during the day of such accident or other occurrence, and shall be prepared in conformity with the rules. Employees will be paid for accident and/or incident documentation provided reports are done at the police station or transit office.

- A. When accidents are deemed necessary for review, they shall be subject to the Accident Review Board. The Review Board shall consist of two (2) City representatives (the Human Resources Director and the Safety Administrator) and two (2) Union representatives. The Police Traffic Sergeant shall be the chairperson of the Review Board. The Review Board will utilize Motor Vehicle Accident Guidelines as developed by the National Safety Council as a reference tool for its review. If a majority of the Review Board are unable to agree on the preventability of any accident, only then will the chairperson vote to classify the preventability for the accident. The accident shall be subject to the Grievance/Arbitration procedures.

If the chair person of the Review Board resigns or is replaced, the City and the Union will jointly meet and decide on a new chairperson.
- B. The disciplinary schedule for Group 4 work rules may be modified by mutual agreement dependent upon the nature and severity of the preventable accident or accidents.
- C. Accidents will be reviewed within the first thirty (30) calendar days of any given month, of accidents that occurred in the previous month, in so far as practicable.
- D. Drivers involved in an accident have the right to state their case (at their own expense) in person on the first review. All photographs, reports, statements, etc. shall be provided to the third party.
- E. Accidents where the other party is convicted of a moving violation and the employee is not, shall be classified non-preventable. Accidents where the employee is convicted of a moving violation shall be preventable. Nothing contained in the above 2 paragraphs will prevent the accident review committee from acting in a timely manner.

ARTICLE XIV -- VACATIONS

Section 1.

Anniversary date shall be used for determining vacations.

Full time employees to receive 40 hours of pay at their prevailing wage rate per week of vacation earned.

Regular part-time and part-time employees shall receive vacation pay on a prorated basis after qualifying for vacation benefits.

Part-time employees promoted to full-time status prior to October 1 of a calendar year shall receive vacation as a full-time employee, less any vacation used.

948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003

Section 2.

Full-time vacation credit shall be applied on the following basis:

- 1 full year of continuous service = 2 weeks
- 5 full years of continuous service = 3 weeks
- 15 full years of continuous service = 4 weeks
- 22 full years of continuous service = 4 weeks + 1 day
- 25 full years of continuous service = 5 weeks

Regular part-time and part-time vacation credit shall be applied on the following basis:

- 1 year of continuous service = 3 days
- 2 years of continuous service = 1 week
- 5 years of continuous service = 2 weeks
- 10 years of continuous service = 3 weeks
- 15 years of continuous service = 4 weeks

Section 3.

If a holiday falls during an employee's vacation period, he/she shall receive holiday pay in lieu of using a vacation day. Said vacation day may be used at a later date.

Section 4.

The amount of vacation pay received per week of vacation shall be prorated according to the actual time paid in the preceding calendar year for part-time employees.

Section 5.

Vacation shall be granted according to seniority each year in weekly periods mutually agreed upon by the employee and Employer. Said vacation periods may be taken off at any time during the entire calendar year. After the agreed upon time has been posted, the City shall not have the right to change said time unless agreed to by the Union. A combination of vacation and holiday for a full week will be considered a full week for vacation assignment purposes.

Each part time/full time employee entitled to vacation shall notify the City in writing prior to February 1 of his/her vacation period request, and the City shall respond prior to February 15. If more part time/full time employees have timely requested vacation during a specific period than can be granted, the part time/full time employees with the most seniority shall have preference. Those part time/full time employees who have timely requested their vacation and have all or part of it denied shall have the opportunity to reapply prior to March 1, still recognizing seniority. Those part time/full time employees who do not apply by February 1 deadline will have their requests granted on a first-come, first served basis after April 1. The City agrees to make every reasonable effort to grant vacation times requested. The City, after making any necessary adjustments to vacation requests, will issue the vacation schedule for all part time/full time employees by March 15. Approved vacation time off will not thereafter be canceled or changed without consent of the part time/full time employee. Non-peak service weeks and major holiday weeks with less need for drivers will generally allow for four (4) full-time and four (4) part-time drivers off, or a total of eight (8) drivers. Management shall allow more based on availability and service needs. School weeks will allow a minimum of three (3) drivers off. No more than one (1) mechanic and one (1) hostler and one (1) cleaner may be off on vacation at any one time. Management shall allow more based on availability and maintenance needs.

Vacation may be taken as single days and they are not required to be taken as a full week, but vacations thus taken will be given preference during the annual vacation pick by seniority after full weeks have been assigned. After the single day vacation pick has been offered to the entire seniority list, all

1004 remaining unused vacation days will be granted on a first come, first served basis. On non-peak service
 1005 weeks and major holiday weeks no more than eight (8) drivers off for vacation on any given day unless
 1006 allowed based on availability and service needs. School weeks will allow for a minimum of three (3)
 1007 drivers off. Vacations may be taken as one-half (1/2) of a day (four [4] hours full-time or one-half [1/2]
 1008 pro-rated hours part-time).

1010
 1011 **Section 6.**

1012 As a general principle, vacations must be taken in the year they are earned. In the event that
 1013 vacations are not scheduled by September 15, a posting will be made of the available vacation times and
 1014 those affected employees will select available vacation by seniority for all their remaining vacation. Each
 1015 employee shall have one working day (Monday through Friday) to pick during the September vacation
 1016 pick. All employees who have not selected vacation times by October 15 will have their vacation assigned
 1017 by Management.

1019
 1020 **Section 7.**

1021 Vacation will be paid at the current straight time rate in effect.

1023
 1024 **Section 8.**

1025 The Manager may, where he deems that the circumstances warrant, allow employees to credit
 1026 absences due to serious illness, National Guard, military reserve duty or leaves of absence to vacation time.

1028
 1029 **Section 9.**

1030 Employees who leave for military service or who leave employment under any circumstances
 1031 shall be granted a prorata vacation allowance earned for the time put in during the year up to the time they
 1032 leave for military service.

1034
 1035 **Section 10.**

1036 Wages covering any part of the vacation period shall not be paid in advance. Such wages shall be
 1037 paid on the regular payday.

1040
 1041 **ARTICLE XV -- HOLIDAYS**

1042 **Section 1.**

1043 The following days shall be paid eight (8) hours at the straight time hourly rate and classified as
 1044 paid holidays: One-half (1/2) day holidays shall be paid at four (4) hours at the straight time hourly rate
 1045 and classified as paid holidays.

<u>Transit</u>	<u>Paratransit 2007</u>	<u>Paratransit 2008</u>	<u>Paratransit 2009</u>
New Year's Day		New Year's Day	New Year's Day
Memorial Day			Memorial Day
Independence Day (observed)		Independence Day (observed)	Independence Day (observed)
Labor Day		Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Christmas Eve 1/2 day			Christmas Eve 1/2 day
Christmas Day	Christmas Day	Christmas Day	Christmas Day
New Year's Eve 1/2 day			New Year's Eve 1/2 day
5 Floating Days (including Birthday)			5 Floating Days (including Birthday)

1059
 1060 When a designated paid holiday falls on the regularly scheduled work day of an employee with a
 1061 ten (10) hour work assignment, that employee shall be paid ten (10) hours of holiday pay at the straight

1062 time hourly rate as long as all other conditions of Article XV have been met with respect to qualifying for
1063 holiday pay. When the designated paid holiday falls on the full time employee's regularly scheduled day
1064 off work, that employee will be paid eight (8) hours of holiday pay as long as all other conditions of Article
1065 XV have been met with respect to qualifying for holiday pay. When a part-time driver has been moved up
1066 to a full-time assignment by virtue of a repick as stated in Article IX, Section 1, Paragraph 6, that driver
1067 will be paid the amount of holiday hours that are equal to the run they have picked, or their prorated hours,
1068 whichever is greater.

1069
1070 When a designated paid half-holiday falls on the regularly scheduled work day of an employee
1071 with a ten (10) hour work assignment, that employee shall be paid five (5) hours of holiday pay at the
1072 straight time hourly rate as long as all other conditions of Article XV have been met with respect to
1073 qualifying for holiday pay. When the designated paid half-holiday falls on the full time employee's
1074 regularly scheduled day off work, that employee will be paid four (4) hours of holiday pay as long as all
1075 other conditions of Article XV have been met with respect for qualifying for holiday pay. When a part-time
1076 driver has been moved up to a full-time assignment by virtue of a repick as stated in Article IX, Section 1,
1077 Paragraph 6, that employee will be paid for the half-holiday the amount equal to one-half the holiday hours
1078 for the run that they have picked or one-half their prorated hours, which ever is greater.

1079
1080 These provisions only apply to Transit's six (6) designated holidays and two (2) designated half-
1081 day holidays in Article XV.

1082
1083 All part-time employees who have completed a full year of service shall be eligible for the above
1084 holidays on a prorated basis based on hours paid in the preceding calendar year.

1085
1086 Eligible service personnel and hostlers working on the two (2) half holidays shall work one-half
1087 (1/2) of their normal work schedule and receive pay for their normal work schedule or other mutually
1088 agreeable procedure.

1089
1090
1091 **Section 2.**

1092 Floating Holidays requested during the vacation pick will be granted as are single vacation days.

1093
1094 Floating Holidays or any part thereof may be used at the employee's discretion when the
1095 employee does not work due to a management-declared snow emergency or other emergency.

1096
1097 Payroll stubs will reflect floating holidays remaining in any calendar year. Up to three (3) floating
1098 holidays not used by the end of the calendar year shall be paid out to the employee the first full pay period
1099 of the following year. However, under no circumstances will floating holidays be carried over from year to
1100 year.

1101
1102 The employer will pay a full shift of work when the employee does not work as the result of a
1103 Management declared snow emergency or other emergency if the employee is already at work and if it is
1104 past check-in time. Employees thus paid may be required to perform other duties while on the clock.

1105
1106
1107 **Section 3.**

1108 Employees who work on any of the six paid observed Holidays (excluding floating Holidays) shall
1109 be paid at the rate of double time for all hours worked in addition to Holiday pay.

1110
1111 Employees working on the two half Holidays shall receive pay for all hours worked in addition to
1112 Holiday pay for half holidays.

1113
1114 When any of the 6 paid holidays falls on a Sunday but are officially observed on Monday, all work
1115 performed on that Monday shall be paid at double time. Service may be offered at a reduced level on these
1116 particular occasions.

1117

1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173

Section 4.

To be eligible for holiday pay, the full-time/part-time employee must work the Employer's regularly scheduled straight time work day prior to the Holiday, or have scheduled vacation prior to the Holiday, and work the Employer's regularly scheduled straight time work day subsequent to the Holiday or have scheduled vacation subsequent to the Holiday.

Full time/part-time employees who satisfactorily complete their probationary period shall receive Holiday Pay for all Holidays that they would have otherwise been eligible for during their probationary period.

All employees who do not work the employer's regularly scheduled straight time work day prior to and subsequent to the holiday due to illness shall be considered eligible for holiday pay provided all of the following conditions are met:

1. The employee is an eligible, active employee who has worked for the department within the past thirty days.
2. The employee must be under the care of a physician for a non-occupational illness or injury. The City may require that the employee submit documentation from a physician certifying that the employee was unable to work on said day or days, or the City in lieu of said documentation may choose to visit the employee at his/her place of residence to verify his/her inability to work.
3. The employee is not eligible for any other insurance, disability, or retirement benefits.
4. The employee is otherwise eligible for and meets all the requirements for holiday pay pursuant to Article XV.

The above stated conditions for holiday pay when an employee does not work the days immediately proceeding and following the holiday do not apply if in conflict with State or Federal law.

ARTICLE XVI -- TRANSPORTATION

Free bus transportation will be provided upon request to all employees and to the dependents of full-time employees upon hire. Part-time employees who have completed one (1) year of service will be eligible for free bus transportation for dependents upon request. An employee pass will be provided upon request to employees who retire and the proper use of said pass shall be evaluated annually.

Dependent passes to be honored for students enrolled in and attending high school through completion of high school regardless of age.

ARTICLE XVII -- SICK & ACCIDENT BENEFITS & HEALTH INSURANCE

Section 1.

- A. The City shall select or change insurance carriers in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.
- B. All benefits shall be subject to standard provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible new employees will become effective after a full calendar month of employment.
Employees may opt to change from family coverage to single coverage at any time and employees may initiate insurance coverage or opt to change from single to family coverage upon the occurrence of an event changing the employee's insurance status. (By way of example but not limited to the following example: spouse loses insurance coverage from spouse's employer due to a plant shutdown.)
- D. When employment and seniority are interrupted by discharge, quit, strike, retirement, death, leave of absence, or any other reason, all insurance coverage continues until midnight of the day in which termination occurs.

- 1174 E. The City shall have no obligation to duplicate any benefit an employee receives under any
- 1175 other policy with any other employer.
- 1176 F. Should the City be obligated by law to contribute to any governmentally sponsored insurance
- 1177 programs, national or otherwise, which duplicates the benefits provided by the City under
- 1178 insurance policies currently in affect as a result of this Agreement, it is the intent of the parties
- 1179 that the City not be obligated to provide double coverage and to escape such double
- 1180 payments, the City shall be permitted to cancel benefits or policies which duplicate, in whole
- 1181 or in part, compulsory government-sponsored insurance programs.
- 1182 G. The City's obligation under this Agreement to provide insurance benefits to employees ceases
- 1183 upon the employee retiring or reaching mandatory retirement age. Retiring employees are
- 1184 eligible to maintain existing insurance coverage as specified in the Wisconsin Public
- 1185 Employees Group Health Insurance Program at their own expense per program guidelines or
- 1186 at a level of participation by the employer equal to that included in the City of Sheboygan
- 1187 Department of Public Works contract.

1188
1189
1190 **Section 2.**

1191 For each employee in the full-time benefit classification, the employer will obtain, at company
1192 expense, a sickness and accident insurance policy that will pay two thirds of the wages of each qualified
1193 employee while that employee is off for a qualified sickness or accident. Such benefits will be paid
1194 according to the provisions of the insurance carrier and shall be made for up to 52 consecutive calendar
1195 weeks for each separate off the job sickness or accident. Weekly benefits will begin on the 4th day of each
1196 non-hospitalized illness and the first complete day of each off the job accident or hospitalization.

1197
1198 Effective June 1, 1992 sickness and accident coverage as detailed above shall be extended to Class
1199 B employees on a prorated basis (subject to availability of coverage through an insurance provider.)

1200
1201
1202 **Section 3.**

1203 The employee shall not be eligible to receive sickness and accident benefits while he/she is:

- 1204 A. On layoff or,
- 1205 B. On leave of absence or,
- 1206 C. Quit his employment or,
- 1207 D. Has been discharged for cause or,
- 1208 E. Is receiving any other City paid benefits including but not limited by enumeration to the
- 1209 following:
- 1210 1. Worker's Compensation
- 1211 2. Wisconsin Retirement or Disability
- 1212 3. Social Security Retirement or Disability.

1213
1214
1215 **Section 4.**

- 1216 A. The City shall provide a group health insurance program comparable to the
- 1217 Trustmark insurance Plan Document Summary of the City Plan provided to the
- 1218 Transit Bargaining Unit employees in effect on 12-31-97, including utilization
- 1219 management. "Comparable" shall mean a level of benefits which, viewed as a
- 1220 whole, leaves the covered individual no worse off as a result of the change.

1221
1222 Effective on or about March 14, 2003 for the drug card change (in 6 below) and effective on or about
1223 November 1, 1998 for the other changes in 1-3 and 5-9, below, the following enumerated terms will also be
1224 included:

- 1225
- 1226 1) The Preferred Provider Organization (PPO) based plan shall contain no deductibles. In-
- 1227 network services shall be covered at 100% of the discounted PPO amount, and ninety
- 1228 percent (90%) for out of network services. The ninety percent (90%) payment for off-
- 1229 network services applies to the lower of the amount billed by the provider, up to the

- 1230 usual, customary, and reasonable maximum for the procedure, or the final liability of the
1231 covered person after any write-off applied by the provider of the service. Effective
1232 January 1, 2002, in-network services shall be covered at one hundred percent (100%) of
1233 the discounted PPO amount after co-pay, and eighty percent (80%) for out-of-network
1234 services after co-pay. The eighty percent (80%) payment for off-network services is
1235 applied after the co-pay and applies to the lower of the amount billed by the provider, up
1236 to the usual, customary, and reasonable maximum for the procedure, or the final liability
1237 of the covered person after any write-off applied by the provider of the service.
1238
- 1239 2) The employee out-of-pocket limits shall be one thousand dollars (\$1000) per person with
1240 a maximum of three thousand dollars (\$3000) per family (excluding drug co-pays, any
1241 penalties for non-compliance with precertification, amounts not paid when off-network
1242 providers charge over the UCR level, amounts over stated plan limits for specific types of
1243 services, services not medically necessary, and excluded types of services.). Effective
1244 January 1, 2002, the employee out-of-pocket limits shall be one thousand five hundred
1245 dollars (\$1,500.00) per person with a maximum of four thousand five hundred dollars
1246 (\$4,500.00) per family (excluding drug co-pays, any penalties for non-compliance with
1247 pre-certification, amounts not paid when off-network providers charge over the UCR
1248 level, amounts over stated plan limits for specific types of services, services not
1249 medically necessary, and excluded types of services).
1250
- 1251 3) Employees do not need referrals to providers outside the PPO.
1252
- 1253 4) Effective January 1, 1999, the major medical lifetime limits shall be one million dollars
1254 (\$1,000,000). Effective January 1, 2000, the major medical lifetime limits shall be two
1255 million dollars (\$2,000,000). The regeneration provisions of the prior major medical
1256 package shall be eliminated effective January 1, 1999.
1257
- 1258 5) Effective upon ratification of the 2001-2002 contract by both the City and Local 998,
1259 ATU, the City's medical insurance plan requires a co-payment of twelve dollars (\$12.00)
1260 for all office call services which result in diagnosis and/or discussion and for which there
1261 is a charge, including doctor office visits, nurse practitioner visits, emergency room
1262 visits, and chiropractic visits. One co-payment will be charged per date of service with
1263 an individual provider of service.
1264
- 1265 6) If an office call service is not included in the charge, the following will be excluded from
1266 the \$12 co-pay:
- 1267 • radiation therapy
 - 1268 • chemo treatment
 - 1269 • physical therapy
 - 1270 • laboratory tests
 - 1271 • x-rays
- 1272
- 1273 a. Effective January 1, 2002, prescription drug coverage for up to a thirty-four (34) day
1274 supply shall include an employee co-pay of six dollars (\$6.00) for generic drugs and
1275 brand name drugs without a generic equivalent, and an employee co-pay of fifteen
1276 dollars (\$15.00) for all brand name drugs with a generic equivalent. A ninety (90)
1277 day supply of maintenance drugs shall be made available via mail order with a co-
1278 pay of six dollars (\$6.00) generic and brand name. Effective on or about March 14,
1279 2003, *non-mail order* prescription drug coverage for up to a 34-day supply shall
1280 include an employee co-pay of eight dollars (\$8.00) for generic drugs and brand
1281 name drugs without a generic equivalent, and an employee co-pay of twenty dollars
1282 (\$20.00) for all brand name drugs with a generic equivalent. Effective on or about
1283 March 14, 2003, *mail order* prescription drug coverage for up to a 90-day supply
1284 shall include an employee co-pay of eight dollars (\$8.00) for generic drugs and brand
1285 name drugs without a generic equivalent, and an employee co-pay of twenty dollars

1286 (\$20.00) for all brand name drugs with a generic equivalent. The cost for a brand
1287 prescription when a generic is available shall be reduced to \$8 mail order (90 day
1288 supply) and \$8 non-mail order (maximum 34-day supply) when patient's doctor
1289 provides a written statement regarding medical necessity that is acceptable to the
1290 City. Effective upon ratification of the 2006 Collective Bargaining Agreement by
1291 both parties, the employees' prescription drug co-pay shall increase to \$10 for
1292 generic or for brand name drugs when no generic is available and \$20 for brand
1293 name drugs when a generic version is available. (Mail order is the same for a three-
1294 month supply. "The cost for a brand prescription when a generic is available shall be
1295 reduced to \$10 mail order (90 day supply) and \$10 non-mail order (maximum 34-day
1296 supply) when patient's doctor provides a written statement regarding medical
1297 necessity that is acceptable to the City. This matter shall be subject to the grievance
1298 and arbitration procedure".)

1299 This matter shall be subject to the grievance and arbitration procedure.
1300

- 1301 7) There shall be a twenty-five dollar (\$25.00) co-pay for each land and/or air ambulance
1302 call.
1303
- 1304 8) Hospital emergency room services shall be paid at one hundred percent (100%) in
1305 network and ninety percent (90%) out of network. Off-network emergency services are
1306 paid at one hundred percent (100%) for the first 24 hours of care if a patient is
1307 subsequently admitted as an inpatient or is physically or mentally incapable of
1308 designating a network provider. Effective January 1, 2002, in- network services shall be
1309 covered at one hundred percent (100%) of the discounted PPO amount after co-pay, and
1310 eighty percent (80%) for out-of-network services after co-pay. The eighty percent (80%)
1311 payment for off-network services is applied after the co-pay and applies to the lower of
1312 the amount billed by the provider, up to the usual, customary, and reasonable maximum
1313 for the procedure, or the final liability of the covered person after any write-off applied
1314 by the provider of the service. Effective upon ratification of the 2006 Collective
1315 Bargaining Agreement by both parties the employees shall pay a \$50 co-pay for
1316 emergency room services, which will be waived if the employees is admitted.
1317
- 1318 9) Organ transplants covered are as follows: kidney, cornea, heart, heart-lung, pancreas,
1319 bone marrow, parathyroid, musculoskeletal, liver. Artery and vein transplants or graphs
1320 are covered as part of cardiac bypass services. Donor and related costs will be covered as
1321 provided in the State of Wisconsin employee insurance plan.
1322
- 1323 10) The vision and hearing exam benefit shall provide for exams once every twenty-four (24)
1324 months. Children under eighteen (18) years of age are eligible for vision exams once
1325 every twelve (12) months.
1326
- 1327 11) Nutritional counseling shall not replace any State or Federal mandatory diabetes
1328 counseling requirement.
1329
- 1330 12) Covered persons who audit their own bill from health care providers shall be paid twenty
1331 percent (20%) of any confirmed and rebated/credited/saved overpayments. Such
1332 payment shall be made one (1) time per year by the City.
1333
- 1334 13) Coverage under the City of Sheboygan prescription drug card plan will be available to
1335 members of the Collective Bargaining Unit for the treatment of male erectile dysfunction
1336 upon the following terms and conditions:
1337
- 1338 a. Eligibility for coverage must be pre-certified under procedures prescribed by the
1339 drug plan provider.
 - 1340 b. The treating physician must certify that the employee has a confirmed clinical or
1341 laboratory diagnosis of impotence which is organic, or the result of a disease or

1342 injury which causes vascular insufficiency, and not the result of lifestyle, behavioral,
1343 or aging causes. Causes of impotence by reason of vascular insufficiency include,
1344 but are not limited to, prostate surgery, spinal cord injury, diabetes, or coronary
1345 artery disease.

1346 c. Representatives of the drug card plan provider may contact the treating physician in
1347 the course of the pre-certification process for the purpose of acquiring additional
1348 information to clarify or confirm the diagnosis of impotence.
1349

1350 14) Effective upon ratification of the 2006 Collective Bargaining Agreement by both parties,
1351 persons enrolled in the City's medical insurance plan may use Aurora Quick Care with no
1352 out-of-pocket cost.
1353

1354 B. Effective October 1, 2007, there shall be applied a monthly premium share for all eligible
1355 *full-time* members of the Collective Bargaining Unit in the amount of five percent (5.0%) of a comparable
1356 single or family program, either insured by the City or by another reputable insurer. Effective January 1,
1357 2008, the premium share for all eligible *full-time* members of the Collective Bargaining Unit in the amount
1358 of seven percent (7.0%) of a comparable single or family program, either insured by the City or by another
1359 reputable insurer. Effective January 1, 2009, the premium share for all eligible *full-time* members of the
1360 Collective Bargaining Unit in the amount of ten percent (10.0%) of a comparable single or family program,
1361 either insured by the City or by another reputable insurer. The premium share shall be deducted the first
1362 and second pay dates of each month. The above-mentioned premium share shall not apply to part-time
1363 members of the Collective Bargaining Unit.
1364

1365 Class B employees whose average hours per week (based on the previous year) is 30 hours or
1366 more and who elect coverage, shall have 80% of the premium paid by the employer.
1367

1368 Class B employees whose average hours per week (based on the previous year) is 25 hours to
1369 under 30 hours, and who elect coverage, shall have 70% of the premium paid by the employer.
1370

1371 Class B employees whose average hours per week (based on the previous year) is under 25 hours,
1372 and who elect coverage, shall have 50% of the premium paid by the employer. Newly hired Class
1373 B employees shall initially be placed in the under 25 hour classification.
1374

1375 Class B employees who miss one of the above classifications cut-off by less than one hour will
1376 qualify to have their average weekly hours computed using only peak service weeks to determine
1377 classification. Peak service weeks are "School-year" weeks when all regularly scheduled trips are
1378 operated.
1379

1380 Class C employees (see Article XVII, Sec. 1.C. for average hours per week) who elect coverage,
1381 qualify for 25% premium contribution by the employer.
1382

1383 In the event the City opts to become self-insured for health insurance the City agrees to comply
1384 with all State of Wisconsin insurance mandates.
1385

1386 The City agrees that there will be a one-time open enrollment for medical insurance only as soon
1387 as possible after ratification (applies to 2001-2002 only). The City notes that it remains true that employees
1388 may also opt to change from family to single at any time and that employees may initiate insurance
1389 coverage or opt to change from single to family coverage upon the occurrence of an event changing the
1390 employee's insurance status (example [by way of example, but not limited to example] spouse loses
1391 insurance coverage from spouse's employer due to a plant shutdown).
1392

1393 **Section 5.**
1394 **Retiree health Insurance.**
1395

- 1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
- 1) The term "retire" or "retirement" as used in this article shall mean the member must have reached retirement age as determined for annuity computation purposes and is receiving said annuity payments.
 - 2) Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees. Retirees' premium rates shall be the same as active employees.
 - 3) An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City's carrier and that change from single to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage. (See attached Letter of Intent)
 - 4) A surviving spouse is eligible to remain in the City plan. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).
 - 5) Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program.
 - 6) A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs covered by Chapter 40 of the WI State Statutes. (See letter of Tentative Approval dated Nov. 27,2001)
 - 7) A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Transit Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement provided he or she meets the following conditions:
 1. Marriage to the employee must have been for at least a five (5) year period.
 2. The surviving spouse remains unmarried.
 3. The surviving spouse is not eligible for other group insurance.
 4. The surviving spouse is not eligible for government-sponsored medical insurance.
 - 8) Employees who retire shall be credited with an aggregate amount of thirty-nine dollars and thirty-three (\$39.33) per month effective January 1, 2007; and forty dollars and sixty-one cents (\$40.61) per month effective January 1, 2008, and forty two dollars and three cents (\$42.03) per month effective January 1, 2009, times the number of months from the month after retirement until age sixty-five (65) or until eligible for Medicare or any government-sponsored insurance whichever occurs first.
 - 9) Upon retirement all credits and monies referred to in subsection (2), above shall be placed into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will be paid in an amount equal to the cost of the lowest-priced single health insurance plan until age sixty-five (65) or until said retiree becomes eligible for Medicare or any government-sponsored insurance, dies, or until the account is exhausted, whichever occurs first.
 - 10) Participation in the City's medical insurance program will be allowed for persons who are again employed by the City after their previous City service ended, effective November 1, 2001. It is the policy of the City regarding retired employees returning to City employment in Local 998 such that those employees will have the same rights and premium arrangements as other active employees.

Letter of Intent

1452 The following wording regarding the ability of a retired employee to change from a single plan to a family
1453 plan was placed in the contract January 1, 2001:

1454
1455 "An employee may select either a family or single plan at retirement. Said retiree shall be allowed
1456 to switch from single to family or from family to single as his/her personal circumstances change.
1457 The retiree must notify the City of a change at least thirty (30) days prior to implementation. This
1458 provision is subject to availability of this option by the City's carrier and that change from single
1459 to family is limited to one (1) per retiree and only in the event his/her spouse loses outside
1460 coverage."

1461
1462 This Letter of Intent is to clarify that wording.

- 1463
1464 **A.** This provision will take effect on January 1, 2001. As of that date, this wording shall cover all
1465 current retirees and future retirees.
1466 **B.** The option to change from a single to family plan can only be implemented once.
1467 **C.** If a retiree's spouse has a loss of outside medical coverage from his/her place of employment, the
1468 retiree can change his/her City plan from single to family.

- 1469
1470 **1.** The spouse can enter unconditionally upon completion of his/her COBRA rights with the
1471 previous employer, or
1472 **2.** The spouse may enter prior to the completion of COBRA with proof of insurability.
1473 **3.** Should a retiree marry, he/she can change from a single plan to family if:
1474 **a.** He/she has not already used the one-time single to family provisions previously.
1475 **b.** The spouse is not eligible for employer-sponsored health insurance.
1476 **c.** The spouse is not eligible for COBRA health insurance through a previous employer.
1477 (Unless he/she provides proof of insurability (see #C.2.).

1478
1479 **D.** Definitions.

- 1480
1481 **1.** **Loss of outside medical coverage of an employee's spouse:** Circumstance which leaves
1482 spouse without health insurance. Retirement, voluntary termination, involuntary
1483 termination, layoff are examples of loss of outside medical coverage.
1484 **2.** **COBRA.** The current law in effect which requires an employer to offer availability of
1485 continued medical insurance in their plan following discontinuation of employment.
1486 **3.** **Proof of insurability.** A medical examination to assure that there are not existing
1487 medical conditions that would be exorbitantly expensive to the City Plan.

1488
1489
1490
1491
1492 **Section 6.**

1493 The company will provide a free-standing group dental program for eligible employees for which
1494 the employees will pay \$3.75 per month for single coverage and \$10.60 per month for family coverage
1495 during the term of this agreement. The schedule of benefits shall be the same as the City D.P.W.
1496 bargaining unit or as listed in this contract whichever is greater. The Company will include the present 15
1497 oral surgical procedures covered under the health insurance plan in the dental plan for employees who do
1498 not have oral surgery coverage under an HMO plan by adding the following amendment to the dental plan:

1499
1500 Oral surgery. Provides benefits at 80 percent of the usual and customary charges up to the
1501 contract maximum for the fifteen (15) oral surgeries and simple extractions. However, no benefits
1502 shall be payable under this plan for charges for oral surgery performed on any member if at the
1503 time such oral surgery is performed there is in effect a "fee-for-service" plan (presently Blue Cross
1504 and Blue Shield United of Wisconsin) or other hospital and/or surgical medical group insurance
1505 plan covering same.

1506
1507 A schedule of dental benefits is provided as an addendum in this contract.

1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563

Section 7.

Health Insurance Portability and Accountability Act (HIPAA). As long as HIPAA remains in effect, the City shall not opt out of HIPAA.

The City will confer with the Union if there is a change under consideration. To clarify from last negotiations that the City will confer with the union if any change of network(s) is considered.

ARTICLE XVIII -- OPTICAL BENEFIT

Pursuant to the City's agreement with an optical service, employees who have satisfactorily completed their probationary period may purchase prescription safety glasses and frames at their own expense at the City's cost. Mechanics who have satisfactorily completed their probationary period may purchase prescription safety glasses and frames from the City's supplier at the City's cost from their individual tool allowance, up to \$100, once every two years, if account balance allows. Employees must obtain the proper form from the City's Personnel Department to be completed by an eye doctor of their choosing.

Up to \$45 of authorized clothing allowance each two years may be used to obtain an eye examination, which will not be considered part of the physical examination required by the city.

Prescription sunglasses for full time and part time drivers shall be allowed under this provision with the cost of such glasses to be deducted from the clothing allowance if funds are available in the individual's allotment. First use of this provision shall pay 100% of the cost of such glasses up to \$100. Subsequent use of this provision shall be at 50% of cost, up to \$100, each two years.

ARTICLE XIX -- LIFE INSURANCE

The City agrees to continue the present Wisconsin Employee Group Life Insurance Plan in accordance with the Wisconsin State Statutes or comparable coverage for eligible employees in the bargaining unit who have satisfactorily completed six (6) months service and who voluntarily choose to participate in said plan. In addition, full-time employees will have their share of the group life insurance premium paid for by the City for the last eleven (11) months of the calendar year.

ARTICLE XX -- WISCONSIN RETIREMENT PLAN

Section 1.

It is agreed that the City will contribute the statutory required amount to the Wisconsin Retirement Fund for all eligible employees covered by this agreement.

Section 2.

It is further agreed that the City of Sheboygan shall pay to the Wisconsin Retirement Fund in lieu of an equal amount of retirement fund contributions required to be deducted from the earnings of such participating employees pursuant to Chapter 41 of the Wisconsin Statutes, the additional amount of six (6) percent of earnings each bi-weekly pay period up to the Social Security Base.

Effective June 1, 1992, the employer will pay 6.1% as the employee contribution toward the Wisconsin Retirement Fund.

Effective June 1, 1993 the employer will pay 6.2% as the employee contribution toward the Wisconsin Retirement Fund.

1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619

Section 3.

It is agreed that WRF contributions normally due to employees off of work while conducting union business, shall be made on their part by the Company and reimbursed by the Union as allowed under WRF policy. Time off for Union business for full-time employees will be counted as hours worked for the purpose of overtime. The Union agrees to reimburse the City for all lost wages, FICA and State pension including the scheduled overtime pay.

ARTICLE XXI -- CLOTHING ALLOWANCE AND TOOL ALLOWANCE

All full-time drivers shall receive \$260 per year in clothing allowance. All part-time drivers, who have completed probation, shall receive \$170 per year. New hires shall receive a prorated amount for the year of hire at the end of their probationary period. The clothing allowance year runs January 1 to December 31 and balances are cumulative. Effective January 1, 2008, clothing allowance balance can be carried forward to the next year but may not exceed a total of \$500. The City and its supplier will work to provide the availability and encourage the purchase of Union Made in the United States of America products whenever possible.

Effective January 1, 2008 the clothing allowance shall be:

- Class A -- \$260
- Class B -- \$220
- Class C -- \$170

The clothing allowance shall include the purchase of shoes and uniform sweaters. Prescription sunglasses deducted from clothing allowance as provided for in Article XVIII. Up to \$45 of authorized clothing allowance each two years may be used to obtain an eye examination, which will not be considered part of the physical examination required by the city.

Management will enforce a dress code, to include the type of uniform and shoes to be worn.

Optional Union patches or emblems will be allowed on the uniform.

Union-supplied Union labels to be put on the bus. Size and placement location to be approved by the City.

A Union-supplied locked and secured suggestion box will be allowed.

A form tree provided by the Union will be allowed to be put in the drivers' room under or near the bulletin board.

It is agreed that operators, after completing their probation period, will wear prescribed uniforms at all times while operating coaches. New employees are required to wear blue shirt and dark pants during probationary period-something close to required uniform. Required uniform is not enforced until completion of probationary period.

New hire post-probationary drivers may have \$5 a pay period deducted for the acquisition of a first issue of uniform items in excess of the initial allowance to pay back the City.

Uniform shall consist of jackets, slacks, sweaters, winter and summer shirts, (blouses for all women), ties, belts and shoes.

Drivers must wear a clean uniform and may not wear colored t-shirts or turtlenecks that show out under the uniform shirt or blouse.

1620 If approved by management, either a maroon or dark blue button-down sweater, V-neck sweater,
1621 or vest will be allowed as part of the uniform.

1622
1623 Drivers may wear brown or black shoes or boots. Sandals, gym shoes and/or any other type of
1624 athletic shoe will NOT be worn as part of the uniform.

1625
1626 A management-approved dark blue baseball cap will be considered an optional part of the
1627 uniform. Said cap must be worn with the brim forward at all times.

1628
1629 During the period from the first Sunday in April to the last Sunday in October, drivers will wear
1630 the summer uniform and no tie. Blue slip-on shoes shall be permitted during this period.

1631
1632 As part of winter uniforms only, instead of a tie, dark blue turtleneck shirts or dickeys can be
1633 worn, with dickeys under the oxford shirt (long or short sleeve) or long sleeve turtlenecks under long sleeve
1634 oxford shirts only.

1635
1636 Golf shirts are only for summer uniforms.

1637
1638 Shirts without tails do not have to be tucked in.

1639
1640 Uniforms shall not be worn off-duty.

1641
1642 In the event uniforms are damaged while working on coaches, and properly reported to the City,
1643 the City agrees to pay for the repairing of same.

1644
1645 Effective January 1, 2008, mechanics shall be reimbursed up to \$375 per year for replacement or
1646 purchase of authorized tools. Part-time tool allowance to equal 50% of full-time mechanic, effective
1647 January 1, 1998. Mechanics and hostlers shall be reimbursed up to \$100 per year for steel-toed safety
1648 shoes/ boots or management approved seasonal jacket to be worn at work. Receipts for above items are to
1649 be submitted to management for approval and reimbursement.

1650
1651 Effective January 1, 2008, tool allowance balance can be carried forward to the next year but may
1652 not exceed a total of \$500.

1653
1654
1655

1656 **ARTICLE XXII -- BEREAVEMENT PAY**

1657 **Section 1.**

1658 When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current
1659 spouse, child, brother or sister, legally adopted child, or dependent children of spouse residing in the
1660 employee's household, the employee, upon request, will be excused for three (3) consecutive scheduled
1661 work days, if scheduled, otherwise three (3) consecutive calendar days, to attend the funeral.

1662
1663
1664 For death of a natural grandparent, brother-in-law or sister-in-law, the employee, upon request,
1665 will be excused for one (1) day to attend the funeral.

1666
1667 Effective June 1, 1992 prorated bereavement pay shall be extended to Class B and C employees.

1668
1669
1670

1670 **Section 2.**

1671 An employee excused from work under this article shall, after making application, receive the
1672 amount of wages, exclusive of shift or any other premium, that he/she would have earned by working
1673 during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid
1674 will not be counted as hours worked for purposes of overtime.

1675

1676 If a paid day of bereavement leave falls during an employee's vacation period, he/she shall receive
1677 bereavement pay in lieu of using a vacation day. Said vacation day may be used at a later date in the same
1678 year.
1679

1680
1681
1682 **ARTICLE XXIII -- JURY DUTY**

1683 Employees who are subpoenaed and serve on jury duty or are absent due to a subpoena relating to
1684 Company business on any days which are scheduled work days for them shall be excused for the time spent
1685 in jury service and shall receive their regular rate of pay for said time served on jury duty, not to exceed
1686 twenty (20) days per calendar year, subject to the following provisions:

- 1687 A. The employee must present proof of jury duty service stating the dates and hours per day
1688 served on jury duty.
- 1689 B. The employee shall immediately endorse his/her check for such jury service over to the
1690 Finance Director/Treasurer for deposit into the proper fund.
- 1691 C. When the employee is excused from jury service, either temporarily or permanently, the
1692 employee shall report back to work within one (1) hour to complete his/her shift. The
1693 total of hours on jury duty and actually worked shall not exceed the number of hours in
1694 the employee's regularly scheduled shift.
- 1695 D. Time paid for jury duty shall be counted as hours worked for purposes of overtime.
1696

1697
1698
1699 **ARTICLE XXIV -- GENERAL COMMITMENT OF UNION**

1700 **Section 1.**

1701 It is agreed by the City and the Union that, in consideration of the mutual covenants herein
1702 contained, the members of the Union will be courteous to passengers and the general public at work at all
1703 times to the best interest of the City. They further agree that they will at all times comply with the rules of
1704 the Utility, Federal laws and regulations, State Laws, and City Ordinances, and use every effort to prevent
1705 injury to property and person of the City and the traveling public.
1706

1707
1708 **Section 2.**

1709 The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any
1710 manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown,
1711 or refusal to perform any customarily assigned duties for the Municipal Employer, namely the City.
1712 However, whether or not the Union is liable for such acts or actions, any employee who commits any of the
1713 acts prohibited in this section may be subject to the following penalties:

- 1714 A. Discharge as provided for by law.
- 1715 B. Other disciplinary action as may be applicable to such employee.
- 1716 C. Loss of all compensation, vacation benefits, and holiday pay as determined
1717 by the City.
1718

1719 Upon notification in writing by the City to the Union that certain of its members are engaged in a
1720 wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately,
1721 provide the City with a copy of such an order, and a responsible official of the Union shall publicly order
1722 them to return to work. Such characterization of the strike by the City shall not establish the nature of the
1723 strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in
1724 progress or has taken place or that any particular member is or has engaged in a wildcat strike. The
1725 notification shall be made solely on the representations of the City. In the event that a wildcat strike
1726 occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members
1727 return to work as promptly as possible. Failure of the Union to issue such order and/or take such action
1728 shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the
1729 strike.
1730

1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787

ARTICLE XXV -- BASE PAY

Section 1.

The pay scale of employees shall be on the basis of the hourly rates as prescribed herein for the respective positions. For operators, service personnel, and hostlers, the rate during the probationary period shall be 75% of top rate. At the completion of the probationary period, the pay shall be 85% of top for 120 days, and then 90% of top for 120 days, and then 95% of top for 120 days, and then at top rate.

Mechanics shall hire or transfer in at 95% of the top rate for 12 months before elevation to top rate. They will be evaluated after six (6) months and either be retained as a mechanic or let go in the case of an incompetent new hire or transferred back to the earlier position in the case of a transferee.

Section 2.

New operators in training, before beginning driving on their own, shall be paid at 65% of the top rate. Their probation shall begin with operation on their own.

Section 3.

The department head must recommend in writing the advancement in salary of each employee in his department who has met the requirements for compensation advancement, the recommendation shall include a certification that the employee's service has been satisfactory in all respects for a minimum of two (2) months prior to the effective date of the recommended advancement in salary.

Section 4.

Top base pay effective January 1, 2007 pay rates are as follows:

Driver	\$17.67
Mechanic	\$19.96
Service Personnel	\$13.27
Hostler	\$15.35

Top base pay effective January 1, 2008 pay rates are as follows:

Driver	\$18.24
Mechanic	\$20.61
Service Personnel	\$13.70
Hostler	\$15.85

Top base pay effective January 1, 2009 pay rates are as follows:

Driver	\$18.88
Mechanic	\$21.33
Service Personnel	\$14.18
Hostler	\$16.41

Section 5.

A bus operator will receive an additional fifteen cents per hour for training new operators. The company reserves the right to assign the training driver to any route for the purpose of training new employees. No employee shall lose wages as part of this agreement.

A cleaner who is training a new employee will receive fifteen cents per hour training premium.

1788
 1789
 1790
 1791
 1792
 1793
 1794
 1795
 1796
 1797
 1798
 1799
 1800
 1801
 1802
 1803
 1804
 1805
 1806
 1807
 1808
 1809
 1810
 1811
 1812
 1813
 1814
 1815
 1816
 1817
 1818
 1819
 1820
 1821
 1822
 1823
 1824
 1825
 1826
 1827
 1828
 1829
 1830
 1831
 1832
 1833
 1834
 1835
 1836
 1837
 1838
 1839
 1840
 1841
 1842

Effective with the first pay period of June 1992, a longevity bonus program will be implemented as follows:

1. After 5 years of continuous employment an additional 1.5% (2.5% commencing pay period December 29, 1996) of the top wage rate for each employee classification will be paid,
2. After 10 years of continuous employment an additional 3% (5% commencing pay period December 29, 1996) of the top wage rate for each employee classification will be paid,
3. After 15 years of continuous employment an additional 4.5% (7.5% commencing pay period December 29, 1996) of the top wage rate for each employee classification will be paid.
4. After 20 years of continuous employment an additional 1.5% (9.0% commencing January 1, 2002) of the top wage rate for each employee classification will be paid.

Longevity payments will be credited based upon date of hire. With the first pay period of June, 1992, all employees will be placed into the longevity schedule based upon date of hire. Rates of pay will be as follows.

2007 - JANUARY 1 (3.0%)

	<u>UNDER 5 YR</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
DRIVER	17.67	18.11	18.55	19.00	19.26
MECHANIC	19.96	20.46	20.96	21.46	21.76
HOSTLER	15.35	15.73	16.12	16.50	16.73
CLEANER	13.27	13.60	13.93	14.27	14.46

2008 – DECEMBER 31 (3.25%)

	<u>UNDER 5 YR</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
DRIVER	18.24	18.70	19.15	19.61	19.88
MECHANIC	20.61	21.13	21.64	22.16	22.47
HOSTLER	15.85	16.25	16.64	17.04	17.28
CLEANER	13.70	14.04	14.39	14.73	14.93

2009 – DECEMBER 31 (3.5%)

	<u>UNDER 5 YR</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
DRIVER	18.88	19.35	19.82	20.30	20.58
MECHANIC	21.33	21.86	22.40	22.93	23.25
HOSTLER	16.41	16.82	17.23	17.64	17.89
CLEANER	14.18	14.54	14.89	15.24	15.46

Paratransit Wages:

- New hire to three years of experience with current ADA contract, \$8.25/hour.
- Three years to six years of experience with current ADA contract, \$9.25/hour.
- Seven years or more years of experience with current ADA contract, \$10.25/hour.

<u>PARATRANSIT</u>	<u>UNDER 3 YR</u>	<u>3 YRS</u>	<u>7 YRS</u>
3% Effective 1/1/2007	8.80	9.87	10.93
3.25% Effective 1/1/2008	9.09	10.19	11.29
3.75% Effective 1/1/2009	9.41	10.55	11.69

Section 6.

1843 All commissions received from vending machines on site shall be collected and recorded by the
1844 company. Said funds shall be used for employee social functions as agreed upon by Union and
1845 Management.
1846

1847
1848 **Section 7.**
1849

1850 Direct deposit of wages, in bank of employee's choice to take effect for all employees as soon as
1851 possible after mutual ratification of this agreement .
1852

1853
1854
1855 **ARTICLE XXVI**
1856

1857 **Section 1.**

1858 The City agrees to implement a flexible spending program effective July 1, 2001, to provide pre-
1859 tax payment of medical, childcare, and parking expenses up to plan limits. Effective January 1, 2008, Class
1860 D/Paratransit employees are eligible to participate in the flexible spending program.
1861

1862
1863 **Section 2.**

1864 Except as otherwise stated, benefits are effective the first payroll following receipt of a signed
1865 contract and will be made only to those employees on the payroll as of the date the Transit Commission
1866 approves the contract and to employees who retired or died on and after January 1, 2003, up to and
1867 including the date the Transit Commission approves the contract.
1868

1869
1870
1871
1872 LLOYD PERKINS,
1873 President, Local #998, Amalgamated Transit Union
1874

1875
1876
1877
1878 EDWARD PROCEK,
1879 Steward, Local #998, Amalgamated Transit Union
1880

1881
1882
1883
1884 RICHARD HIERS,
1885 Chairman, Parking & Transit Utility Commission.
1886

1887
1888
1889
1890 PAULETTE ENDERS
1891 Secretary, Parking & Transit Utility Commission.
1892

1893
1894
1895

1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949

WORK AND CONDUCT RULES

Work and Conduct Rules for all Sheboygan Transit Full-Time Drivers, Part-time Drivers, Mechanics, Service Personnel, and Hostlers.

Group I.

1. All Transit Drivers must call in their bus numbers:
2nd Shift when first in line at break (5:30)
Before leaving garage at start of shift
When making a bus change
When clearing the Transfer Point before breaks
When first in line after break
At the end of their shift.
2. The employee (regular transit drivers, tripper drivers) will obey the rule "No Smoking on Bus" at the following times: To and from the Transfer Point; On regular scheduled route; trippers to and from pick up points and from last drop off to garage; Mechanics, Hostlers - when taking bus to and from the Transfer Point for a bus change.
Exceptions to this rule include: during the winter months, when temperatures are 10 degrees or below, the driver may stand on the bottom step of the bus and smoke, if so desired, at the Transfer Point.
3. The employee will not eat or drink on the bus and will not stop along the route to obtain food or drink. No open containers will be allowed, such as: coffee cups with lids, soda cans, soda containers with lids. Snacks may be carried on bus by driver; however, it may not be eaten on bus. (Note: when referring to cups with lids- NO Styrofoam or plastic cups.)
A thermos bottle is allowed providing that the driver is not drinking from it while driving bus.
4. The employee will make sure that a bus condition report is completed with the start of each shift and when there is a malfunction.
The employee will notify the dispatcher when a defect card is submitted to the maintenance department.
5. The employee is to report for work in full prescribed uniform and cleanly shaven; long hair, beards, and mustaches will be permitted if properly trimmed and kept clean.

Definition of "Prescribed Uniform":

Full-Time Driver:

Winter uniform (last Sunday in October to FIRST Sunday in April): Uniform pants (dark blue); uniform jacket (dark blue w/earned patches); uniform shirts/blouses (light blue w/earned patches); uniform ties.

Summer uniform (uniform pants or shorts (dark blue); uniform jacket (dark blue w/earned patches); uniform shirts/blouses (light blue w/ earned patches). All shirts/blouses should have earned patches.

Men: white t-shirts under your uniform shirts: no colored t-shirts or t-shirts with writing or pictures on them.

Men/Women: no turtlenecks or other type of sweater or shirt either under or over uniform shirts/blouses.

Dress shoes or boots in black or shades of brown (Hush Puppies or equivalent included), blue canvas shoes in summer, to coordinate with uniform, with approval of management. For safety reasons, sandals and gym shoes and/or jogging shoes are not allowed

NOTHING OTHER THAN PRESCRIBED UNIFORM WILL BE ALLOWED. NO PORTION OF THE PRESCRIBED UNIFORM BEARING INSIGNIA OF THE SHEBOYGAN TRANSIT SYSTEM SHALL BE WORN IN TAVERNS.

- 1950 6. The employee is responsible for having destination signs indicate the proper destination at all
- 1951 times.
- 1952
- 1953 7. The employee's nameplate must be displayed at all times when on duty. Nameplates shall consist
- 1954 of first name and last initial of driver, or other identification approved by Management.
- 1955
- 1956 8. The employee will run all routes according to map schedule or as directed by Operations
- 1957 Supervisor.
- 1958
- 1959 9. The employee shall not engage in outside business activities on City time, or use City property for
- 1960 such activity or use privileged information in the conduction of an outside occupation.
- 1961
- 1962 10. The employee is to report for scheduled overtime work unless he/she is excused for good cause.
- 1963 The driver would be notified 24 hours or more for overtime work; this does not include tripper
- 1964 runs, unless Management is aware 24 hours before.
- 1965
- 1966 11. The employee is not to hold any unwarranted or lengthy conversation with a passenger or
- 1967 acquaintance, while driving the bus, simply for the sake of passing time.
- 1968
- 1969 12. The employee shall not visit with any other driver while on route away from Transfer Point.
- 1970
- 1971 13. The employee shall not carry his/her child or dependent aboard his/her bus for the sake of
- 1972 providing childcare. Regular transportation of dependents for longer than one trip shall constitute
- 1973 abuse of this provision.
- 1974
- 1975 14. Employees must notify their supervisor of an absence no less than two (2) hours prior to shifts
- 1976 starting after 7:00 a.m. and one (1) hour for shifts starting on or prior to 7:00 a.m.
- 1977
- 1978

Group II.

- 1979
- 1980
- 1981 1. The Employee is to report all accidents.
- 1982
- 1983 2. The Drivers shall not use foul and abusive language while in the drivers' room before and after
- 1984 shifts and during break time, and while operating their bus. All other employees shall not
- 1985 continuously use foul and abusive language during their normal working hours or while on their
- 1986 break in the building, or on the premises.
- 1987
- 1988 3. The employee shall not gamble or solicit for gambling on City premises.
- 1989
- 1990 4. The employees shall not be careless or inefficient in the performance of his/her duties, or
- 1991 productivity, or deliberately restrict output.
- 1992
- 1993 5. The employee shall report on time to the Transfer Point at beginning of shift.
- 1994
- 1995 6. The employee shall not bring his/her bus into the Transfer Point more than two (2) minutes before
- 1996 scheduled departure or the end of a shift. Scheduled departure may be changed by Operations
- 1997 Supervisor.
- 1998
- 1999 7. The employee shall not violate any lawful regulation or order or fail to obey any proper direction
- 2000 given by a Superior (dispatcher, operations supervisor, garage foreman, or manager).
- 2001
- 2002 8. The employee is to report "on time" to the Operations Supervisor, Maintenance Supervisor,
- 2003 Dispatcher, or person in charge, at the start of the shift.
- 2004

- 2005 9. The employee shall maintain a satisfactory attendance record. "Employees absent because of
2006 illness shall, when reasonably required by the Employer, furnish acceptable medical evidence.
2007 Employees absent because of illness and employees absent for any other good, valid and
2008 legitimate reason whatsoever, shall notify the employer as soon as the reason for such absence is
2009 known and before the start of the employees work day whenever possible." The Sheboygan
2010 Transit System has established five (5) days of absence, with reasonable notice to supervision,
2011 within a twelve (12) month period, as a standard.
2012 Each absence in excess of 5 days in any 12 month period shall be treated as a separate violation of
2013 a Group II work rule. Absence due to illness verified by a licensed physician (MD) shall not
2014 apply.
2015
- 2016 10. The employee shall not leave the building or assigned working area without authorization, while
2017 on duty.
2018
- 2019 11. The employee is to observe safety rules and procedures.
2020
- 2021 12. All employees shall wear seat belts when operating company equipment.
2022
- 2023 13. All operators are to come to a complete stop at all railroad crossings at all times unless for those
2024 crossings clearly labeled "Exempt". A list of inactive crossings will be posted by Management. If
2025 there is any doubt about the RR crossing's status the employee is to come to a complete stop at the
2026 crossing unless otherwise instructed by supervisor.
2027
- 2028 14. An employee when called upon to have their work fund checked will be allowed to be up to ten
2029 dollars (\$10.00) short before any disciplinary action will be taken. All shortages will be made up
2030 within one (1) business day, Monday through Friday.
2031
- 2032 15. No safety-sensitive employee will report for duty or remain on duty when his/her breath alcohol
2033 concentration is greater than 0.02, but less than 0.04. Safety-sensitive employees with this level of
2034 alcohol will be held off work for that day which they tested.
2035
- 2036 16. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during
2037 the hours that they are on call.
2038
- 2039 17. Failure to report to a supervisor the use of a prescription or a non-prescription drug that carries a
2040 warning label that indicates that mental functioning, motor skills or judgment may be adversely
2041 affected.
2042
- 2043 18. Failure of a safety-sensitive employee to obtain and submit to a supervisor a written release from
2044 an attending physician which releases the employee to perform their job duties while using a
2045 performance-altering prescription, which carries a warning label on the prescription bottle.
2046
2047
- 2048 **Group III.**
- 2049 1. The employee shall not be convicted of a felony, while an employee of the Sheboygan Transit
2050 System.
2051
- 2052 2. (Reserved)
2053
- 2054 3. The employee shall not be guilty of dishonesty, or the commission of any crime while on City
2055 premises or equipment or shall not have unauthorized possession of company or other employee's
2056 property.
2057
- 2058 4. No employees shall possess, use, or be under the influence of alcohol or controlled substances on
2059 City premises or equipment.
2060

- 2061 5. The employee shall not possess weapons, firearms, or explosive materials on City premises or
2062 equipment.
2063
- 2064 6. The employee shall not be guilty of deliberate misconduct (including horseplay) which results in
2065 injury to any person or damage to property.
2066
- 2067 7. Employees will not maliciously threaten, intimidate or use force on any passenger in anger. The
2068 employee will not threaten, intimidate, or coerce City officials or fellow employees.
2069
- 2070 8. The employee shall not alter another employee's time card or permit another employee to alter or
2071 mark his/her time card; clock in or out for another employee, or falsify any City records.
2072
- 2073 9. No employee will engage in the unlawful manufacture, distribution, dispensing, possession or use
2074 of prohibited substances on transit premises, in transit vehicles, or while on transit business.
2075
- 2076 10. No employee will fail to notify the transit system of any criminal drug statute conviction for a
2077 violation occurring in the work place within five days after such conviction.
2078
- 2079 11. No safety-sensitive employee will report for duty or remain on duty when his/her breath alcohol
2080 concentration is greater than or equal to 0.04. Such a level of breath alcohol will be treated as a
2081 positive test.
2082
- 2083 12. No safety-sensitive employee will report for duty or remain on duty when his/her concentration of
2084 marijuana, cocaine, opiates, amphetamines or phencyclidine is in excess of the minimum threshold
2085 limits established by the United States Department of Transportation. Such a concentration will
2086 be treated as a positive test.
2087
- 2088 13. No safety-sensitive employee involved in an accident will use alcohol for eight hours following
2089 the accident or until he/she undergoes a post-accident alcohol test. Any such alcohol use will be
2090 treated as if the employee rendered a positive test.
2091
- 2092 14. No safety-sensitive employee will refuse to take a drug or alcohol test which includes an inability
2093 to provide a sufficient urine specimen without a valid medical explanation, or an inability to
2094 provide a sufficient breath sample without a valid medical explanation as well as a verbal
2095 declaration of refusal or obstructive behavior, or physical absence resulting in the inability to
2096 conduct the test. Any such refusal will be treated as if that employee rendered a positive test.
2097
- 2098 15. Any safety-sensitive employee who provides false information in connection with a drug or
2099 alcohol test, or who falsifies test results through tampering, contamination, adulteration or
2100 substitution will be treated as if they had rendered a positive test.
2101
- 2102 16. No safety-sensitive employee, subsequent to a positive drug or alcohol test, will refuse or fail to
2103 comply with substance abuse professional requirements for treatment, after care or return to duty.
2104
2105
2106

Group IV.

Discipline for all employees involved in accidents determined "preventable" by the accident review committee shall be as follows:

1st Accident - (in a 12 month period)

employer option to retrain employee at regular straight time rate and a warning letter;

2nd Accident - (in a 12 month period)

employer option to retrain employee at regular straight time rate and a warning letter;

2117 3rd Accident - (in a 12 month period)
2118 employer option to retrain employee at regular straight time rate and a 3 day suspension;
2119
2120 4th Accident - (in a 12 month period)
2121 Discharge.
2122
2123 The above disciplinary schedule may be modified by mutual agreement dependant upon the nature
2124 and severity of the preventable accident or accidents.
2125
2126 Within twenty-four hours of receipt of any accident which may result in suspension or discharge
2127 as mentioned above, the Company and Union representatives will schedule a meeting to review and
2128 classify the accident.
2129 During the transition period each two (2) minor chargeable accidents or each one (1) major
2130 chargeable accident (based on prior Group IV work rule language) will count as one preventable accident.
2131 Judgment of preventability will be based on criteria provided in the 'Bus Safety Manual for Wisconsin
2132 Urban Transit Systems'.
2133
2134
2135 **PENALTIES-GROUP I, GROUP II, GROUP III**
2136 Group I. *(Collective over a twelve (12) month period.)
2137
2138 1st Offense (in group) - Oral Reprimand
2139 2nd Offense (in group) - Written Warning
2140 3rd Offense (in group) - Written Warning
2141 4th Offense (in group) - 1 Day Suspension
2142 5th Offense (in group) - 2 Day Suspension
2143 6th Offense (in group) - 3 Day Suspension
2144 7th Offense (in group) - Discharge
2145
2146
2147 Group II.*(Collective over a twelve (12) month period.)
2148
2149 1st Offense (in group) - Oral Reprimand
2150 2nd Offense (in group) - Written Warning
2151 3rd Offense (in group) - 1 Day Suspension
2152 4th Offense (in group) - 3 Day Suspension
2153 5th Offense (in group) - Discharge
2154
2155
2156 Group III. Immediate Dismissal
2157
2158 *Explanation of "Collective"(within a twelve (12) month period):
2159 EXAMPLE: Group I
2160 Received Oral Warning - violated Rule #2.
2161 Received Written Warning - violated Rule #6 (2nd offense in group).
2162 Received Written Warning - violated Rule #4 (3rd offense in group).
2163 Received Suspension - violated Rule #9 (4th offense in group).
2164
2165

2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194

ADDENDUM I
EXHIBIT A
Check-Off Authorization and Assignment

I, the undersigned member of the Amalgamated Transit Union, Local #998, herewith authorize my employer, the Sheboygan Transit System Division of the Parking and Transit Utility of the City of Sheboygan and its successor and assigns, to deduct from my wages my monthly dues set forth in the By-Laws of Local #998, and direct that such amount so deducted be sent to the Financial Secretary of Local #998 for and on my behalf. The above deduction is to be made biweekly.

This Authorization and Assignment shall be irrevocable for the term of this Labor Agreement between this Association and the Company, or for one year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company (copy will be sent to the Union by me) at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of the Agreement of my desire to revoke the same.

Signed _____

Witness _____ Employee No. _____

2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208
2209
2210
2211
2212
2213
2214
2215
2216

**LETTER OF UNDERSTANDING
ON
SUBCONTRACTING
between
City of Sheboygan
and
Amalgamated Transit Union, Local #998**

This letter of understanding is for the period January 1, 2007, through December 31, 2009. For the duration of this letter of understanding, Sheboygan Transit will fulfill its obligations as previously agreed to in the Federal Transit Act, Section 13(c) labor protection agreement with Local 998 of the Amalgamated Transit Union. Furthermore, for the duration of this letter of understanding, Sheboygan Transit will not subcontract fixed route scheduled bus service. Additionally, for the duration of this agreement, Sheboygan Transit will not expand the use of subcontractors for bargaining unit work beyond those functional areas that have been previously subcontracted. Examples of previously subcontracted functional areas include, but are not limited to, paratransit bus service, engine rebuilding, transmission rebuilding, alternator rebuilding, re-cored radiators, and whole bus painting. Evidence of a purchase order, voucher or contract shall be sufficient to determine if a functional area had been previously subcontracted by Sheboygan Transit. Contracts by Sheboygan Transit for bus rehabilitation or bus rebuilding will not violate this Letter of Understanding.

2216
2217
2218
2219
2220
2221
2222
2223
2224
2225
2226
2227
2228
2229
2230
2231
2232
2233
2234
2235
2236
2237
2238
2239
2240
2241
2242
2243
2244
2245
2246
2247
2248
2249
2250
2251
2252
2253
2254
2255
2256
2257
2258
2259
2260
2261
2262
2263
2264
2265
2266
2267
2268
2269
2270
2271

SHEBOYGAN TRANSIT SYSTEM
Substance Abuse Policy

August, 2001

1.0 POLICY

The Sheboygan Transit System is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. Sheboygan Transit System employees are our most valuable resource and it is our goal to provide a healthy, safe working environment which promotes personal well being. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

2.0 PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 653 and Part 654, as amended, *and superceded by 49 CFR Part 655, as amended* that mandate urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

3.0 APPLICABILITY

This policy applies to all safety-sensitive and transit system employees, paid part-time employees, contract employees, and contractors when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch, maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who is required to hold a Commercial Driver's License. A list of safety-sensitive positions is attached.

4.0 PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

4.1 Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance: This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

4.2 Legal Drugs

2272
2273
2274
2275
2276
2277
2278
2279
2280
2281
2282
2283
2284
2285
2286
2287
2288
2289
2290
2291
2292
2293
2294
2295
2296
2297
2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313
2314
2315
2316
2317
2318
2319
2320
2321
2322
2323
2324
2325
2326
2327

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a transit system supervisor. In addition, the employee must obtain a written release from the attending physician releasing the person to perform their job duties any time they obtain a performance-altering prescription.

A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. *Prescriptions obtained legally in a foreign country may be used if there is a legitimate medical explanation for a legitimate medical use and the prescription is used with its proper and intended medical purpose. Use of a drug of abuse (e.g. heroin, PCP, marijuana) or any other substance that cannot be viewed as having a legitimate medical purpose, even if the substance is obtained legally in a foreign country is prohibited.* [40.137(e)] The misuse or abuse of legal drugs while performing transit business is prohibited.

4.3 Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing transit business is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath testing device.

5.0 PROHIBITED CONDUCT

5.1 Manufacture, Trafficking, Possession, and Use

Transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on transit authority premises, in transit vehicles, or while on transit authority business. Employees who violate this provision will be disciplined in accordance with established work rules. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5.2 Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of prohibited substances, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substance or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action in accordance with established work rules. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

5.3 Alcohol Use

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is greater than 0.02. No safety-sensitive employee shall use alcohol while on duty, in uniform while in taverns (*local policy*), while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination in accordance with established work rules.

5.4 Compliance with Testing Requirements

2328
2329
2330
2331
2332
2333
2334
2335
2336
2337
2338
2339
2340
2341
2342
2343
2344
2345
2346
2347
2348
2349
2350
2351
2352
2353
2354
2355
2356
2357
2358
2359
2360
2361
2362
2363
2364
2365
2366
2367
2368
2369
2370
2371
2372
2373
2374
2375
2376
2377
2378
2379
2380
2381
2382
2383

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as a condition of employment. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and be treated as if they had a positive test result. *A test refusal includes, failing to appear for any test within a reasonable time, failing to remain at the testing site until the testing process is complete, failing to provide a urine specimen for any drug test required, in the case of a directly observed or monitored collection in a drug test – failing to permit the observation or monitoring of the provision of the specimen, failure to provide a sufficient amount of urine when directed when it has been determined there was no medical explanation for the failure, fail or decline to take a second test the employer or collector has instructed the employee to take, failure to undergo a medical examination as part of the verification of “shy bladder”, failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process. [40.191 (a)]*

Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, *dilution*, adulteration, or substitution will be required to undergo an observed collection. *An adulterated specimen is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. [40.201] A dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine. [40.3] A substituted specimen is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. [40.3] If the MRO reports that the safety-sensitive employee has a verified adulterated or substituted test result, the employee has refused to take a test. [Subpart E 40.225(b)]* Verification of these actions will result in the employee's removal from duty and disciplined in accordance with established work rules. *Refusal to test is prohibited behavior and can also include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.*

5.5 Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use policies. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination in accordance with established work rules. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take sickness and accident insurance/sick leave, where applicable, and accumulated vacation leave to participate in the prescribed rehabilitation program.

5.6 Notifying the Transit System of Criminal Drug Conviction

All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination in accordance with established work rules.

5.7 Proper Application of the Policy

The transit system is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination in accordance with established City Civil Service rules.

2384 **5.8 Release of Information**

2385
2386 Test results may be released only under the following circumstances:

- 2387
2388 1. Sheboygan Transit shall release information or copies of records regarding an employee's test
2389 results to a third party only as directed by specific, written instruction of the employee.
2390
2391 2. Sheboygan Transit may disclose information related to a test result to the decision maker in a
2392 lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.
2393
2394 3. *Sheboygan Transit may release information pertaining to an employee's drug or alcohol test*
2395 *without the employee's consent in certain legal proceedings. These proceedings include a lawsuit*
2396 *(e.g. a wrongful discharge action), grievance (e.g. an arbitration concerning disciplinary action*
2397 *taken by the employer), or administrative proceeding (e.g. unemployment compensation hearing)*
2398 *brought by, or on behalf of, an employee and resulting from a positive DOT drug or alcohol test*
2399 *or a refusal to test (including, but not limited to, adulterated or substituted test results). These*
2400 *proceedings also include a criminal or civil action resulting from an employee's performance of*
2401 *safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or*
2402 *alcohol test information sought is relevant to the case and issues an order directing the employer*
2403 *to produce information. In such a proceeding, Sheboygan Transit may release information to the*
2404 *decisionmaker in the proceeding (e.g., the court in the lawsuit). Sheboygan Transit may release*
2405 *the information to the decisionmaker in the proceeding only with a binding stipulation that the*
2406 *decisionmaker to whom it is released will make it available only to parties in the proceeding. As*
2407 *an employer, Sheboygan Transit must immediately notify the employee in writing of any*
2408 *information released under these provisions. [40.323(a),(b)&(d)]*
2409
2410 4. Upon written request, Sheboygan Transit must promptly provide any employee with any
2411 records in its care, custody and control relating to his/her test.
2412
2413 5. Sheboygan Transit must release information to the National Transportation Safety Board
2414 (NTSB) about any post-accident test performed for an accident under NTSB investigation.
2415
2416 6. Sheboygan Transit shall make available copies of all results of the substance abuse testing
2417 programs, and any other records pertaining to substance abuse testing programs when requested by
2418 USDOT or any USDOT agency with regulatory authority over Sheboygan Transit.
2419
2420 7. *Sheboygan Transit will, if requested by a Federal, state or local safety agency with regulatory*
2421 *authority over Sheboygan Transit, provide drug and alcohol test records concerning the*
2422 *employee. [40.331(e)]*
2423

2424 Additionally, Sheboygan Transit shall maintain records in a secure manner, so that disclosure of
2425 information to unauthorized persons does not occur. In addition to Sheboygan Transit management, the
2426 collection site, laboratory, Medical Review Officer (MRO) and Substance Abuse Professional (SAP) are
2427 held to a strict degree of confidentiality. *However, by regulation, a MRO may, as part of the verification*
2428 *process, report drug test results and medical information to third parties without the employee's consent if:*
2429 *1.) The information is likely to result in the employee being determined to be medically unqualified under*
2430 *an applicable DOT agency regulation, or 2.) The information indicates that continued performance by the*
2431 *employee of his or her safety-sensitive function is likely to pose a significant safety risk. [40.327(a)]*
2432

2433 *The third parties that the MRO by regulation is authorized to provide information include the employer, a*
2434 *physician or other health care provider responsible for determining the medical qualifications of the*
2435 *employee under applicable DOT agency safety regulation, a SAP evaluating the employee as part of the*
2436 *return to duty process, a DOT agency, or the National Transportation Safety Board in the course of an*
2437 *accident investigation. [40.327(b)]* The laboratory will only report results to the MRO. The breath alcohol
2438 technician and the MRO will only report test results to the program manager or designee and the substance
2439 abuse professional.

2440
2441
2442
2443
2444
2445
2446
2447
2448
2449
2450
2451
2452
2453
2454
2455
2456
2457
2458
2459
2460
2461
2462
2463
2464
2465
2466
2467
2468
2469
2470
2471
2472
2473
2474
2475
2476
2477
2478
2479
2480
2481
2482
2483
2484
2485
2486
2487
2488
2489
2490
2491
2492
2493
2494
2495

A MRO must provide, within 10 business days of receiving a written request from an employee, copies of any records pertaining to the employee's use of alcohol and/or drugs, including records of the employee's DOT mandated drug and/or alcohol tests. [40.329(a)]

A laboratory must provide, within 10 business days of receiving a written request from an employee, and made through the MRO, the records relating to the results of the employee's drug test (i.e., laboratory report and data package). [40.329(b)]

A SAP must make available to an employee, on request, a copy of all SAP reports. [40.329(c)]

6.0 TESTING PROCEDURES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations. All safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicion, and following an accident as defined in Section 6.2, 6.3, and 6.4 of this policy. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a drug or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year.

Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. *In drug testing, a split specimen is required for USDOT covered safety-sensitive employees. [40.71(a)] A split specimen collection is a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result. [40.201] At the time of specimen collection, the safety-sensitive employee will be required to provide positive identification by means of photo identification or by positive identification by an employer representative. [40.61(c)] Specimen donors will also be requested by collection site personnel to remove outer clothing and other belongings that could be used to conceal items or substances that could be used to tamper with a specimen. [40.61(f)] Specimen donors will be required to empty their pockets and display the items in them to ensure that no items are present which could be used to adulterate a specimen. [40.61(f)(4)]*

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. *The employer must direct an immediate collection under direct observation with no advance notice to the employee, if: 1.) The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the employer that there was not an adequate medical explanation for the result, or 2.) The MRO reported to the employer that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed, or 3.) The employer may direct a collection under direct observation if the test is a return-to-duty or a follow-up test, or 4.) The collection site personnel observe materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen, or 5.) When the collection site personnel observe the temperature of the original specimen was out of range, or 6.) When the original specimen appeared to the collection site personnel to have been tampered with. [40.67(a)]*

A re-collection will be required for cases when: 1.) The laboratory reports to the MRO an "Invalid Result", or 2.) The laboratory reports to the MRO the result as "Rejected for Testing", or 3.) The laboratory's test of the primary specimen is positive, adulterated, or substituted and the split specimen is unavailable for testing. [40.201]

2496

2497 *If an employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to*
2498 *provide the specimen, the collection site personnel must discontinue the collection. The collector must fax*
2499 *copies of the custody and control form to the MRO and the employer within 24 hours or the next business*
2500 *day. The employer, after consulting with the MRO, will direct the employee to obtain, within five working*
2501 *days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical*
2502 *issues raised by the employee's failure to provide a sufficient specimen. The MRO will provide the*
2503 *following information to the examining physician: 1.) That the employee was required to take a DOT drug*
2504 *test, but was unable to provide a sufficient amount of urine to complete the test, 2.) The consequences of the*
2505 *appropriate DOT agency regulation for refusing to take the required drug test, 3.) That the referral*
2506 *physician must agree to follow the requirements of: a.) As a referral physician conducting the*
2507 *investigation, recommend that the MRO make one of the following determinations:*
2508

2509 *i.) A medical condition has, or with a high degree of probability could have, precluded the employee from*
2510 *providing a sufficient amount of urine, ii.)*
2511 *There is not an adequate basis for determining that a medical condition has, or*
2512 *with a high degree of probability could have, precluded the employee from providing a sufficient amount of*
2513 *urine, b.) For the purposes of this examination, a medical condition an ascertainable physiological*
2514 *condition (e.g. urinary system dysfunction) or a medically documented pre-existing psychological disorder,*
2515 *but doe not include unsupported assertions of "situational anxiety" or dehydration, c.) The referral*
2516 *physician must provide a written statement of his/her recommendations and the basis for them to the MRO,*
2517 *d.) If the referring physician determines in the case of a pre-employment test that the employee's medical*
2518 *condition is a serious and permanent or long-term disability that is highly likely to prevent the employee*
2519 *from providing a sufficient amount of urine for a very long or indefinite period of time, the referring*
2520 *physician must set forth his/her determination and the reasons for it in the written statement to the MRO.*
2521 *4.) The MRO consider and assess the referral physician's recommendations in making his/her*
2522 *determination about whether the employee has a medical condition that has, or with a high degree of*
2523 *probability could have, precluded the employee from providing a sufficient amount of urine. If the MRO*
2524 *reports to the employer that the test is cancelled, then no further action is taken with respect to the*
2525 *employee and the employee remains in the random testing pool. [40.193(b)-(d)]*
2526

2527 *An initial drug screen will be conducted on each urine specimen. For those specimens that are not*
2528 *negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The*
2529 *test will be considered positive if the amounts present are above the minimum thresholds established in 49*
2530 *CFR Part 40, as amended. Specimen validity testing will be conducted on each urine specimen to*
2531 *determine if it is consistent with normal human urine. The purpose of validity testing is to determine*
2532 *whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the*
2533 *specimen was substituted.*
2534

2535 *Each primary specimen must be tested for creatinine, pH, and substances that may be used to adulterate*
2536 *the specimen. [40.207(c)] When the MRO receives a confirmed positive, adulterated, substituted, or invalid*
2537 *test result from laboratory, they must contact the employee directly on a confidential basis to determine*
2538 *whether the employee wants to discuss the test result. If the employee declines to discuss the result, the*
2539 *MRO will verify the test as positive or as a refusal to test because of adulteration or substitution, as*
2540 *applicable. [40.131(a)]*
2541

2542 *Employees have an obligation to contact the MRO, as directed by the reasonable efforts (a minimum of*
2543 *three attempts, reasonably spaced over a 24 hour period) to contact the employee by the employer.*
2544 *[40.131(d)(2)]*
2545

2546 *Employees may be required to undergo physical evaluations at the direction of the MRO as a part of this*
2547 *verification process. [40.135(c)]*
2548

2549 *The MRO must report drug test results and medical information learned as part of the verification process*
2550 *to third parties without the employee's consent if the MRO determines in their reasonable medical*
2551 *judgment that: 1.) The information is likely to result in the employee being determined to be medically*

2552 unqualified under an applicable DOT agency regulation, 2.) The information indicates that continued
2553 performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk.
2554 The third parties to whom the MRO is authorized by regulation to provide information include the
2555 employer, a physician or other health care provider responsible for determining the medical qualifications
2556 of the employee under an applicable DOT agency safety regulation, a SAP evaluating the employee as part
2557 of the return to duty process, a DOT agency, or the National Transportation Safety Board in the course of
2558 an accident investigation. [40.327(a)&(b)]
2559

2560 Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety
2561 Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test
2562 indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results
2563 of the initial test. The confirmatory test will be performed using a NHTSA-approved evidential breath
2564 testing device (EBT) operated by a trained breath alcohol technician (BAT). A safety-sensitive employee
2565 who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from
2566 his/her position for eight hours unless a retest results in a concentration measure no greater than 0.02.
2567

2568 *As an employee, you are considered to have refused to take an alcohol test if you: 1.) Fail to appear for any*
2569 *test within a reasonable time, as determined by the employer, after being directed to do so by the employer,*
2570 *or 2.) Fail to remain at the testing site until the testing process is complete, or 3.) Fail to attempt to provide*
2571 *a saliva or breath specimen, as applicable, for any test required, or 4.) Fail to provide a sufficient breath*
2572 *specimen, and the physician has determined, through a required medical evaluation, that there was no*
2573 *adequate medical explanation for the failure, or 5.) Fail to undergo a medical examination or evaluation,*
2574 *as directed by the employer as part of the insufficient breath procedures, or 6.) Fail to sign the certification*
2575 *at Step 2 of the ATF (alcohol testing form). [40.261(a)]*
2576

2577 *As an employee, if you refuse to take an alcohol test, you incur the same consequences under DOT*
2578 *regulations as those for a violation of those regulations. [40.261(b)]*
2579

2580 The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less
2581 than 0.04 will be considered an unexcused absence subject to transit system disciplinary procedures. An
2582 alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this
2583 policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees.
2584 *Alcohol test refusal is punishable by disciplinary action up to and including discharge in accordance with*
2585 *established work rules. [Work rule]*
2586

2587 Any safety-sensitive employee that has a confirmed positive alcohol test will be removed from his/her
2588 position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse
2589 Professional (SAP) for assessment. A positive drug and/or alcohol test will also result in disciplinary
2590 action up to and including termination in accordance with established work rules. The transit system
2591 affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.
2592

2593 **6.1 Employee Requested Testing**

2594

2595 Any safety-sensitive employee who questions the results of a required drug test under paragraphs 6.2
2596 through 6.7 of this policy may request that the split sample be tested. This test must be conducted at a
2597 different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by
2598 the employee at the same time as the original sample. All costs for such testing are paid by the employee
2599 unless the result of the split sample test invalidates the result of the original test. The method of collecting,
2600 storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as
2601 amended. The employee's request for a split sample test must be made to the Medical Review Officer
2602 within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be
2603 accepted if the delay was due to documentable facts that were beyond the control of the employee. A
2604 safety-sensitive employee may volunteer for a breath alcohol test subsequent to an accident. *(Local policy)*
2605

2606 **6.2 Pre-Employment Testing**

2607

2608 All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of
2609 employment or transfer into a safety-sensitive position. Receipt by the transit system of a negative drug
2610 test result is required prior to employment. Failure of a pre-employment drug test will disqualify an
2611 applicant for employment. The cost for any assessment and any subsequent treatment will be the sole
2612 responsibility of the individual. *Additionally, all safety-sensitive position applicants will provide written
2613 consent to allow for Sheboygan Transit to request information about the employee from prior employers for
2614 the period during the two years before the date of the employee's application or transfer in the following
2615 areas: 1.) Alcohol tests with a result of 0.04 or higher alcohol concentration, 2.) Verified positive drug
2616 tests, 3.) Refusals to be tested (including verified adulterated or substituted drug test results), 4.) Other
2617 violations of DOT agency drug and alcohol testing regulations and, 5.) With respect to any employee who
2618 violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of
2619 DOT return-to-duty requirements (including follow-up tests).*
2620 *If the previous employer does not have information about the return-to-duty process (e.g. an employer who
2621 did not hire an employee who tested positive on a pre-employment test), Sheboygan Transit must seek to
2622 obtain this information from the employee. If the employee refuses to provide written consent for
2623 information, Sheboygan Transit must not permit the employee to perform safety-sensitive functions.*
2624 *[40.25(a),(b)&(g)]*

2625
2626 *Individuals hired for safety-sensitive positions who had a positive drug and/or alcohol test with a prior
2627 employer in the past two years, received a negative result on the Sheboygan Transit pre-employment drug
2628 test and have not successfully completed a treatment program as evidenced by a return to duty statement
2629 from an SAP followed by a negative return-to-duty test, must successfully complete SAP directed treatment
2630 at their own expense, receive a return to duty recommendation from a SAP and complete a negative return-
2631 to-duty test before assuming safety-sensitive duties with Sheboygan Transit. Such new/transferred safety-
2632 sensitive employees will be subject to follow-up testing as recommended by the SAP. (Local policy) Any
2633 falsification of information in an application or interview for employment, including, but not limited to,
2634 information concerning prior DOT mandated drug and alcohol tests, will be grounds for immediate
2635 dismissal from employment. (Work rule)*

2636 **6.3 Reasonable Suspicion Testing**

2637
2638
2639 All safety-sensitive employees may be subject to urine and/or breath testing when there are reasons to
2640 believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for
2641 testing will be made on the basis of specific, contemporaneous, articulable observations, concerning the
2642 appearance, behavior, speech or body odor of the safety-sensitive employee.

2643
2644 Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and
2645 symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely
2646 affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol
2647 misuse.

2648 **6.4 Post-Accident Testing**

2649
2650
2651 All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in
2652 an accident with a Sheboygan Transit vehicle (regardless of whether or not the vehicle is in revenue
2653 service) that results in a fatality. This includes all surviving safety-sensitive employees that are operating
2654 in the vehicle and any other whose performance could have contributed to the accident. In addition, a post-
2655 accident test will be conducted if an accident results in injuries requiring immediate transportation to a
2656 medical treatment facility; or one or more vehicles incurs disabling damage. Required non-fatal post-
2657 accident testing will be required unless the employer determines, using the best information available at the
2658 time of the decision to test, that the employee's performance can be completely discounted as a contributing
2659 factor to the accident

2660
2661
2662 Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed
2663 eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an

2664 accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a
2665 post-accident alcohol test. A safety-sensitive employee involved in an accident may volunteer for a breath
2666 alcohol test subsequent to that accident.

2667
2668 Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to
2669 submission to drug and alcohol testing will be considered to have refused the test and treated as if they had
2670 a positive test result. Employees tested under this provision will include not only the operations personnel,
2671 but any other covered employee whose performance could have contributed to the accident.

2672 2673 **6.5 Random Testing**

2674
2675 Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of
2676 safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid
2677 method that ensures each covered employee that they will have an equal chance of being selected each time
2678 selections are made. The random tests will be unannounced and spread throughout the year. Two testing
2679 pools will be established, one for alcohol testing and one for drug testing.

2680 2681 **6.6 Return-to-Duty Testing**

2682
2683 All safety-sensitive employees who previously tested positive on a drug or alcohol test must test negative
2684 not in excess of 0.02 for alcohol and be evaluated and released to duty by the Substance Abuse Professional
2685 before returning to work.

2686 2687 **6.7 Follow-Up Testing**

2688
2689 Safety-sensitive employees will be required to undergo frequent, unannounced, random urine and/or breath
2690 testing following their return to duty. The follow-up testing will be performed for a period of one to five
2691 years as determined by a Substance Abuse Professional with a minimum of six tests to be performed the
2692 first year.

2693 2694 **6.8 Blind Performance Testing**

2695
2696 Sheboygan Transit is required (*when employing 2,000 or more DOT covered employees*) [40.103] to
2697 submit *one* quality control specimen to the laboratory for every 100 employee specimens sent for testing,
2698 up to a maximum of 50 blind samples per quarter. [40.103] These specimens are called blind performance
2699 tests because the laboratory does not know that they are quality control specimens rather than actual
2700 employee specimens.

2701
2702 The blind quality control specimens must not be distinguishable from employee specimens. Blind quality
2703 control specimens can either be blanks (negatives) or spikes (positive). If a laboratory reports a positive on
2704 a quality control specimen that was a blank (negative), Sheboygan Transit will notify the FTA immediately.
2705 If a laboratory reports a negative on a quality control specimen that was a spike (positive), Sheboygan
2706 Transit will notify the laboratory and attempt to discover the cause of the error. Repeated false negative
2707 errors will be reported to the Federal Transit Administration

2708 2709 **7.0 EMPLOYMENT ASSESSMENT**

2710
2711 Any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the
2712 minimum thresholds set forth in 49 CFR Part 40, as amended, will be referred for evaluation by a
2713 Substance Abuse Professional (SAP). *A list of substance abuse professionals is attached.* A SAP is a
2714 licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction
2715 counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related
2716 disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs
2717 in resolving problems associated with prohibited drug use or alcohol misuse.
2718

2719 Assessment by a SAP or participation in the company's Employee Assistance Program does not shield an
2720 employee from disciplinary action or guarantee employment or reinstatement with the transit system. The
2721 Sheboygan Transit Disciplinary Code should be consulted to determine the penalty for performance-based
2722 infractions and violation of policy provisions.

2723
2724 If a safety-sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation
2725 program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests,
2726 and be subject to unannounced follow-up testing for a period of one to five years. The cost of any
2727 treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

2728
2729 Employees will be allowed to take sickness and accident insurance benefits/sick leave, where applicable,
2730 and accumulated vacation leave to participate in the prescribed rehabilitation program.

2731

2732 **8.0 RE-ENTRY CONTRACTS**

2733

2734 Employees who re-enter the workforce must agree to a re-entry contract. That contract may include (but is
2735 not limited to);

2736

2737 1. A release to work statement from the Substance Abuse Professional.

2738

2739 2. A negative test for drugs and/or alcohol.

2740

2741 3. An agreement to unannounced frequent follow-up testing for a period of one to five years with
2742 at least six tests performed the first year.

2743

2744 4. A statement of work-related behaviors.

2745

2746 5. An agreement to follow specified after care requirements with the understanding that violation
2747 of the re-entry contract is grounds for termination.

2748

2749 6. The re-entry constitutes the first and final opportunity for re-employment under this policy for a
2750 five year period as of the contract date.

2751

2752 7. The first and final re-entry for re-employment under this policy will be with restored seniority
2753 and no loss of accrued benefits.

2754

2755 **9.0 SYSTEM CONTACT**

2756

2757 Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program
2758 should contact the following transit system representative:

2759

2760 Program Manager: Employee Assistance Program:

2761 Ron McDonald Occupational Health Services

2762 Program Manager St. Nicholas Hospital

2763 Sheboygan Transit System 1601 N. Taylor Dr.

2764 Sheboygan, WI 53081 Sheboygan, WI 53081

2765 Phone: (920) 459-3285 Phone (920) 459-4651

2766 FAX: (920) 459-0231 Sally Korff (920) 459-4651

2767

2768

2769 Medical Review Officer:

2770 Dr. James Kuplic

2771 St. Nicholas Hospital

2772 1601 N. Taylor Dr.

2773 Sheboygan, WI 53081

2774 (920) 459-5176

2775
2776 Substance Abuse Professional:
2777 Name: Wendy Opperman – Primary
2778 – Backup
2779 Lutheran Social Services
2780 1337 N. Taylor Drive – Suite 101
2781 Sheboygan, WI 53081
2782 Phone: (920) 458-4161

2783
2784 SHEBOYGAN TRANSIT SYSTEM

2785
2786 Safety-Sensitive Functions

2787
2788 Director (If Performs Dispatch Functions)
2789 Transportation Dispatcher (If Performs Dispatch or Driver Functions)
2790 Maintenance Supervisor
2791 Full-Time Bus Drivers
2792 Part-Time Bus Drivers
2793 Mechanic
2794 Hostler
2795
2796 Contract Personnel:
2797 Security personnel carrying firearms
2798 Paratransit drivers
2799
2800 Policy subject to approval by the Sheboygan Parking and Transit Utility Commission in revised form on
2801 July 17, 2001 to become effective on August 1, 2001.
2802

2802
2803
2804
2805
2806
2807
2808
2809
2810
2811
2812
2813
2814
2815
2816
2817
2818
2819
2820
2821
2822
2823
2824
2825
2826
2827
2828
2829
2830
2831
2832
2833
2834
2835

SHEBOYGAN TRANSIT SYSTEM
December 2001
Substance Abuse Policy

SHEBOYGAN TRANSIT SYSTEM

Safety-Sensitive Functions

Director (If Performs Dispatch Functions)

Transportation Dispatcher (If Performs Dispatch or Driver Functions)

Maintenance Supervisor

Full-Time Bus Drivers

Part-Time Bus Drivers

Mechanic

Hostler

Contract Personnel:

Security personnel carrying firearms

Paratransit drivers

Policy approved by Sheboygan Parking and Transit Utility Commission
in revised form on October 15, 1996

**DENTAL INSURANCE
SCHEDULE OF BENEFITS (1)**

2835
2836
2837
2838
2839
2840
2841
2842
2843
2844
2845
2846
2847
2848
2849
2850
2851
2852
2853
2854
2855
2856
2857
2858
2859
2860
2861
2862
2863
2864
2865
2866
2867
2868
2869
2870
2871
2872
2873
2874
2875
2876
2877
2878
2879
2880
2881
2882
2883
2884
2885
2886
2887
2888
2889
2890

Maximum Benefits

\$1,500.00 aggregate maximum per calendar year per member. Applies to all dental services other than orthodontic services.

Orthodontic Maximum

\$1,500.00 per dependent child member's lifetime.

Level Of Benefits

A. Diagnostic

1. Dental Radiographs

- 100% of usual, customary, and reasonable charges
- 1 full mouth X-ray series in a period of 36 months in a row
- 1 supplementary bitewing X-ray series, limited to 2 in a calendar year
- The plan covers Panoramic X-rays or a full mouth series of X-rays, but not both

2. Routine Oral Examinations and Prophylaxes

- 100% of usual, customary, and reasonable charges
- 1 oral exam or prophylaxis, limited to a total of 2 in a calendar year

B. Preventive

1. Topical Fluoride Treatment

- 100% of usual, customary, and reasonable charges
- limited to members under age 19 years

2. Space Maintainers

- 100% of usual, customary, and reasonable charges
- limited to members under age 19 years

3. Sealants

- 100% of usual, customary, and reasonable charges
- limited to members under age 14 years

C. Ancillary

1. General Anesthesia

- 100% of usual, customary, and reasonable charges

2. Antibiotic Drugs

- 100% of usual, customary, and reasonable charges

3. Emergency Palliative Care

- 100% of usual, customary, and reasonable charges

4. Emergency denture repairs and adjustments

- 100% of usual, customary, and reasonable charges

D. Restorative

1. Direct filling procedures

- 2891 -80% of usual, customary, and reasonable charges
- 2892
- 2893 2. Indirect filling procedures
- 2894 -80% of usual, customary, and reasonable charges
- 2895
- 2896 E. Oral Surgery
- 2897
- 2898 -80% of usual, customary, and reasonable charges
- 2899
- 2900 F. Endodontics
- 2901
- 2902 80% of usual, customary, and reasonable charges
- 2903
- 2904
- 2905 G. Periodontics
- 2906
- 2907 -50% of usual, customary, and reasonable charges
- 2908
- 2909 H. Prosthodontics
- 2910
- 2911 -50% of usual, customary, and reasonable charges
- 2912
- 2913 I. Orthodontic
- 2914
- 2915 -50% of usual, customary, and reasonable charges
- 2916 -limited to dependent children members under age 19 years
- 2917
- 2918

2919 **Oral Surgery:** Provides benefits for the fifteen (15) oral surgeries and simple extractions.
 2920 However no benefits shall be payable under this plan for charges for oral surgery performed on any
 2921 member if at the time such oral surgery is performed there is in effect a "fee-for-service" plan or other
 2922 hospital and/or surgical-medical group insurance policy covering the member.

- 2923
- 2924 (1) See attachment on Oral Surgery.
- 2925 (1) Based on usual, customary, and reasonable charges.

2926

ORAL SURGERY

2927
2928

2929 Charges are paid to a physician or dentist for the following services only, wherever performed:

2930

- 2931 1. Surgical exposure or removal of impacted teeth.
- 2932 2. Removal of tumors and cysts of the jaw, cheeks, lips, tongue, roof and floor of the mouth, when
2933 pathological exam is needed.
- 2934 3. Surgery to correct accidental injuries of the jaw, cheeks, lips, tongue, roof and floor of the mouth.
2935 The injury must happen while you are covered under this plan.
- 2936 4. Removal of apex of tooth root (apicoectomy).
- 2937 5. Removal of exostoses of the jaw and hard palate.
- 2938 6. Treatment of fractured facial bones.
- 2939 7. External incision and drainage of cellulitis.
- 2940 8. Cutting of accessory sinuses, salivary glands or ducts.
- 2941 9. Reducing dislocations and removal of the temporomandibular (TMJ) joints.
- 2942 10. Gingivectomy — Removal of loose gum tissue to end infection.

- 2943 11. Alveolectomy — Leveling structures supporting teeth for the purpose of fitting dentures.
- 2944 12. Frenectomy — Incision of any mid-line fold of tissue between the jaws and lips and/or lower jaw
- 2945 and tongue.
- 2946 13. Removal of retained (residual) root.
- 2947 14. Gingival curettage under general anesthesia.
- 2948 15. Apical curettage.
- 2949

2949
2950
2951
2952
2953
2954
2955
2956
2957
2958
2959
2960
2961
2962

Letter of Agreement

A retiree shall be defined as any City employee who is eligible for, or is receiving benefits from programs covered by Chapter 40 of the WI State Statutes. It is understood this language also applies to Lyle Kau, David Wackett, and Fred Heyman.

Letter of Understanding

In the event that the City of Sheboygan Transit System is designated to operate ADA and elderly service for the City/County of Sheboygan, it is understood that ATU, Local 998 will have the right to organize and represent the employees of such services (added to 2006 Collective Bargaining Agreement).