

2021-2023

WORKING CONDITIONS AGREEMENT

CITY OF OSHKOSH

AND

***OSHKOSH CITY EMPLOYEES UNION, TRANSIT DIVISION
LOCAL 796, AFSCME, AFL-CIO***

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I - MANAGEMENT RIGHTS.....	3
II - RECOGNITION AND UNIT OF REPRESENTATION.....	3-4
III - RULES AND REGULATIONS	4
IV - NEGOTIATIONS.....	4
V - CONDUCT OF BUSINESS.....	4
VI - PROBATIONARY AND EMPLOYMENT STATUS	5
VII - SENIORITY.....	5-6
VIII - SUSPENSION-DEMOTION-DISCHARGE.....	6-7
IX - SAFETY AND SANITATION	7
X - NORMAL WORK WEEK, NORMAL WORK DAY AND NORMAL WORK SCHEDULE ...	7-9
XI - USE OF PART-TIME EMPLOYEES.....	9
XII - PAY POLICY.....	9-11
XIII - AUTHORIZED ABSENCE.....	11-14
XIV - UNAUTHORIZED ABSENCE.....	14
XV - INSURANCE.....	14-15
XVI - SECTION 125 PLAN.....	15
XVII - TERMINATION OF EMPLOYMENT.....	15
XVIII - NEW JOBS - VACANCIES	16
XIX - GRIEVANCE PROCEDURE	16-17
XX - DUES DEDUCTIONS.....	18
XXI - WAIVER OF RIGHTS.....	18
XXII - UNION BULLETIN BOARD	18
XXIII - REOPENER.....	19
XXIV - WISCONSIN RETIREMENT SYSTEM	19
XXV - MISCELLANEOUS ALLOWANCES	19
XXVI - LONGEVITY PLAN.....	19-20
XXVII - MAINTENANCE OF BENEFITS	20
XXVIII - 13C AGREEMENT.....	20
XXIX - STRIKES AND LOCKOUTS	20
XXX - WORKER'S COMPENSATION	20-21
XXXI - CLOTHING ALLOWANCE.....	21
XXXII - COMMERCIAL DRIVER'S LICENSE	22
XXXIII - DURATION	23
APPENDIX A - CITY OF OSHKOSH TRANSIT WAGE SCHEDULE.....	24-25

AGREEMENT

THIS AGREEMENT IS entered into to be effective on January 1, 2021, by and between the City of Oshkosh, Wisconsin, party of the first part hereinafter referred to as the "Employer" or "City", and the Oshkosh City Employees Union, Transit Division, Local 796, AFSCME, AFL-CIO and affiliated with the Wisconsin Council of County and Municipal Employees, party of the second part hereinafter referred to as the "Union";

WHEREAS, IN ORDER TO INCREASE GENERAL EFFICIENCY, TO MAINTAIN the existing harmonious relations between the Employer and its employees, to promote the morale, well-being and security of said employees, to maintain a uniform minimum scale of wages, hours and conditions of employment among the employees and to promote orderly procedures for the processing of any grievances between employees and/or employee and Employer, and the declaration of policies to insure a proper and ethical conduct of business and relations between the Employer and the Union and to that end have reached this agreement:

Now, therefore, the parties hereto, each in consideration of the agreements herein contained of the other, hereby agree as follows:

ARTICLE I

MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this agreement, the City reserves and retains solely and exclusively, all of its common law, statutory, and inherent rights to manage its own affairs, as such rights existed prior to the execution of this or any other previous Agreement with the Union.

The Union also recognizes that the City has the right to subcontract work provided no bargaining unit employees are laid off or have their hours reduced due to the subcontracted work. The right to subcontract work shall also not be used to undermine the Union or to discriminate against any of its members. Employees required to bump or post out of positions which have been subcontracted shall retain their seniority rights in the department where the subcontracting occurred. The Employer agrees to bargain the impact of subcontracting on affected employees.

ARTICLE II

RECOGNITION AND UNIT OF REPRESENTATION

The Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of conferences and negotiations with the Employer or its lawfully recognized representatives, on questions of wages, hours and conditions of employment for the unit of representation, consisting of all regular full-time employees of the Employer, employed by the following departments and divisions, excluding only the non-working supervisors and professionals:

	<u>Department</u>	<u>Divisions</u>
5.	Transportation	Transit

The Employer agrees not to discharge nor to discriminate against any employee for membership in the Union or because of Union activities and in the event an employee is discharged or discriminated against shall reinstate and/or make restitution to such employee, if through the procedures contained in this Agreement, he/she is found unjustly discharged or discriminated against.

Herein any sentence or paragraph referring to divisions or sections shall be deemed one and the same.

ARTICLE III

RULES AND REGULATIONS

The Employer shall adopt and publish rules which may be amended from time to time, provided, however, that such rules and regulations shall be first submitted to the Union for its information, prior to the effective date.

The rules shall become effective on the day following the fifteenth (15th) day of submission to the Union. In the event of dispute as to such rules or regulations, the dispute shall be referred to the grievance procedure for settlement and shall be initiated at the level of their origin. All rules shall bear the signature of the Director of Administrative Services.

ARTICLE IV

NEGOTIATIONS

The Employer agrees that time spent in the conduct of grievances and in negotiations shall not be deducted from the wages of any delegated employee representatives of the Union.

ARTICLE V

CONDUCT OF BUSINESS

The Union agrees to conduct its business off the job as much as possible. The article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement nor to prevent certain routine business such as the posting of Union notices and bulletins.

Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the work day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such officers or members.

The Employer hereby agrees not to deduct such reasonable time from the pay of such employees.

ARTICLE VI

PROBATIONARY AND EMPLOYMENT STATUS

All newly hired employees shall be on probation for a period of 180 work days from the date of their employment. During the 180 work days, such newly hired employee may be disciplined or discharged without recourse to the grievance procedure hereinafter provided.

A regular full-time employee is hereby defined as a person hired to fill a full-time position in the table of organization.

Proper records indicating the status of each employee shall be completed at the time of employment and a copy of such status record shall be provided the employee and the Union.

ARTICLE VII

SENIORITY

The Employer agrees to the seniority principle.

Seniority shall be established for each employee and shall consist of the total calendar time elapsed since the date of his/her employment. Seniority rights terminate upon discharge or quitting. Employees who leave the bargaining unit to accept another position with the City of Oshkosh which is outside the bargaining unit and, within one year of leaving the bargaining unit, return to a position in the bargaining unit, shall retain all accumulated seniority earned in the bargaining unit, shall not earn seniority for time spent outside the bargaining unit, and shall start from zero seniority in his/her division and department. A seniority list shall be posted in each department section, listing the seniority of the employees in each section.

In the event two or more employees have the same start date, the seniority order shall be established by a random drawing of names, with the first person drawn having the most seniority and so on. The drawing shall occur within the first two weeks of employment.

In the event of lack of work or lack of funds, employees within the affected classification shall be laid off in inverse order to their length of service in the bargaining unit. The affected employee may exercise his/her seniority by displacing (bumping) an employee with less seniority in an equal or lower classification if he/she meets the qualifications of that position. The affected employee may bump into a higher classification provided that he/she has successfully filled such position previously with the City.

If an employee affected by layoff chooses to exercise his/her seniority as described in the preceding paragraph, the following procedure must be followed:

1. The affected employee must bump into a position within his/her division; if this is not possible, then
2. The affected employee must bump into a position within his/her department; if this is not possible, then
3. The affected employee shall be laid off.

Regular, full-time employees shall not be subject to layoff until all part-time, temporary and probationary employees in the section involved are first laid-off.

If a lay-off under consideration is to be reduction-in-force lay-off, the Employer shall give the Union 60 days' notice on full time positions.

Employees on lay-off status shall be given 24 hours' notice of recall for temporary employment without losing the right to permanent recall. Any employee not recalled from lay-off shall be entitled to pay from the date any other person was hired in his stead. Any employee recalled on a permanent recall shall have the right to return to duty status within the period of notice required by his then employer. If any employee fails to return to his/her job upon being recalled, his employment shall be terminated. Notice of such permanent recall and/or terms of employment shall be furnished to the Union. Employees shall be subject to recall for eighteen (18) months from the date of the most recent lay-off. Employees on continuous lay-off in excess of eighteen (18) months shall be considered terminated.

ARTICLE VIII

SUSPENSION-DEMOTION-DISCHARGE

A. **Suspension:** Suspension is defined as the temporary removal without pay of an employee from his/her designated position.

1. **Suspension for Cause:** The Employer may for disciplinary reasons suspend an employee at any time. Any employee who is suspended, except probationary and temporary employees, shall be given a written notice of the reason for the action and a copy of such notice shall be made part of the employee's personnel history record and a copy shall be sent to the Union. No suspension for cause shall exceed 30 calendar days.
2. **Suspension During an Investigation:** During investigation, hearing, or trial of an employee on any civil or criminal charge when suspension would be in the interest of the City, an employee may be suspended by the Employer for the duration of the proceedings. The suspension shall terminate within ten days after completion of the case for which he/she was suspended, by reinstatement or by other appropriate action, by resignation or dismissal of the employee. If the employee is suspended and then exonerated of all blame, he/she will be reimbursed in full for all loss pay after the suspension and for purposes of employee benefits and seniority, the suspension will be considered not to have taken place.

B. **Demotion:** Demotion is defined as the movement of an employee to a lower pay range.

1. **Demotion for Cause:** An employee may be demoted by the Employer for just cause in the interest of good discipline, or for the good of the service. An employee who is demoted shall be given a written notice of the reasons of the action at the time of demotion and a copy shall be made a part of the employee's personnel history record, and a copy sent to the Union.
2. **Voluntary Demotion:** An employee may request or accept voluntary demotion when the position he/she occupies is allocated to a lower class or when assignment to less difficult or responsible work would be to his/her advantage and in the interest of the service. The

employee shall continue to receive his\her former rate of pay until the end of the current pay period.

- C. **Dismissal:** No employee shall be discharged except for cause. An employee who is dismissed, except probationary and temporary employees, shall be given a written notice of the reasons for the action and a copy of the notice shall be made a part of the employee's personal history record, and a copy sent to the Union. An employee who has been discharged may use the grievance procedure by giving written notice to the steward and the department head within five working days after dismissal. Such appeal will go directly to the appropriate step of the grievance procedure.
- D. **Usual Disciplinary Procedure:** The progression of disciplinary action shall be oral reprimand, written reprimand, suspension, demotion and dismissal. The Union shall also be furnished a copy of any written notice or reprimand, suspension or discharge. A written reprimand sustained in the grievance procedure or not contested shall be considered a valid warning. A warning shall be valid for a two (2) year period, provided no additional infractions occur. In the event additional infractions occur that violation and the original violation are in effect for three (3) years from the date of the second warning. After the above time periods have been met, evidence of the discipline shall be removed from all records. The employee and steward shall have the right to witness such removal.
- E. **Surveillance:** Discipline based on surveillance will be issued consistent with just cause. Investigations involving any employee shall be called to the employee's attention as soon as practicably possible after notice of the alleged offense has been brought to the attention of the department concerned. Audio and/or video can be heard/viewed when an incident(s) (public complaint, accident, passenger incident, driver (Union) need of documentation) occurs, in accordance with potential legal considerations.

ARTICLE IX

SAFETY AND SANITATION

It is agreed that each employee shall be responsible for the cleanliness and proper care of the equipment and tools used by said employee, and it is further agreed that all employees shall comply with the Employer's safety rules and regulations. The Employer agrees to negotiate the cost of any required safety clothing and equipment.

There shall be an Employer-employee safety committee whose purpose shall be to develop and maintain a safety program.

ARTICLE X

NORMAL WORK WEEK, NORMAL WORK DAY AND NORMAL WORK SCHEDULE

The normal work week shall be forty (40) hours. The work week for Operators will be established through a regular run pick, as administered by the Employer. The work week for Garage Personnel (Lead Mechanic, Mechanics, Operator-Laborer and Shop Laborer) will be established on a seniority basis by classification by the supervisor. Run picks will govern a whole number of weeks, with picks going into

effect with the start of the work day on Monday. Run picks will govern a two month period.

Operators will make a selection from the run pick on a seniority basis, with the most senior employee having the first opportunity to select a run. Run picks will be posted two (2) weeks in advance of the start of the selection process. If an Operator fails to pick by his or her date to pick, they will lose their spot in the run pick process and will be bypassed until they make their selection. If an Operator is on paid time off when they are supposed to make their run pick, they must indicate their pick to the supervisor at that time. The runs selected during the run pick will remain through the entire run pick period, unless otherwise approved by the supervisor.

Operators have the option to swap work assignments in the following manners, upon consent of both Operators and the immediate supervisor:

1. An Operator may swap an entire week's work schedule (Monday through Sunday) with another Operator. Such an approved swap will include any and all extra work assignments that either Operator has either accepted voluntarily or been forced to accept.
2. An Operator may swap one scheduled day off with another Operator in return for swapping identical duration work schedules on the same days.

A request to swap work schedules must be submitted in writing to the supervisor at least two weeks prior to the start of the time period when the swap would go into effect. Less notice may be accepted if staffing needs can be met. Failure of either Operator to report for mutually agreed to exchanged assignment may result in discipline and employee may forfeit right to swap work in the future.

Transit employees shall work in accordance with present mutually agreed upon schedule-
Transit mechanics and the Shop Laborer shall receive a twenty (20) minute paid lunch break.

In the event it is necessary to change employees from one regular schedule of hours to another schedule of hours the employees shall be given at least 24 hours notice of change. Work performed on a revised schedule during the 24 hour notice period shall be compensated at 1 1/2 times the normal rate of pay whether or not total working hours for the week are in excess of 40 hours, except as otherwise provided herein for emergencies.

The Employer may be called on to provide additional transit service in various unplanned emergency situations. In these situations, the Employer shall have the right to schedule the work week as may be necessary and from one shift to another shift without regard to prior notice. Any employee who is called in for work outside his/her normal work week schedule shall not be sent home early on subsequent days or denied his/her regular work week schedule to avoid overtime payment without his/her consent. The spirit of this provision is that the Employer shall not be penalized during emergency conditions through overtime payment during the 24 hour notice period, but neither shall the Employer adjust the working hours after emergency conditions (e.g. to less than the employee's normal shift) so as to deny employees legitimate overtime.

Compensation for work on any regularly scheduled shift shall be at the straight rate time of pay, unless otherwise specified in this Agreement.

In order to preserve continuity of service, the Employer needs to ensure that all assignments for driving work included in the normal operating schedule are filled by qualified employees. These assignments will be filled as follows, regardless of the type of leave:

- A. In allocating extra work assignments and those extra work assignments that are split, the City shall offer to the Employees in the following order:
 - 1. Operator/Laborer – so long as the work assignment does not cause the Operator/Laborer to exceed 40 hours worked for the week;
 - 2. Operator/Sign – so long as the work assignment does not cause the Operator/Sign to exceed 40 hours worked for the week.
 - 3. All Employees (including Operator/Laborer and Operator/Sign) on the basis of bargaining unit seniority.
- B. The City may split an extra work assignment in its sole discretion. If forced to be assigned to the split extra work assignment, the more senior employee will have his/her first choice of the split assignment.
- C. In the event the extra work assignment is not fully staffed, the City will assign employees in order of reverse seniority.
- D. The Operator-Laborer and Operator-Sign cannot reject extra work assignments unless they have been previously approved for paid time off.
- E. An Operator who has accepted or been assigned an extra work assignment can subsequently decline that work only if another employee is available and willing to accept the assignment.
- F. The Employer shall endeavor to maintain stability of employment throughout the year.

ARTICLE XI

USE OF PART-TIME EMPLOYEES

At the discretion of management, part-time employees may be used to fill in work assignments up to 32 hours per week per part-time employee, subject to provisions of the contract. Part-time employees may work in excess of 32 hours per week only if no represented employee voluntarily accepts the work assignment. Part-time employees will not be forced to accept extra work assignments which would make them work more than 32 hours in a given week.

ARTICLE XII

PAY POLICY

Employees shall be compensated within the pay ranges set forth in the classification and pay plan of the Employer and in accordance with the rules for administration included therein. Attached as an appendix to this Agreement are the job classification and pay schedules.

The Employer shall determine the table of organization or position count; that is, the number of employees to be assigned to any job classification and the job classifications needed to operate the Employer's facilities. The Union shall be notified in advance of any change to be made in the table of organization.

- A. **Promotions and Demotions:** Whenever an employee is promoted to a higher paying position, such employee shall move to the step in the new range which will provide a wage increase. Whenever an employee is demoted to a lower paying position, such employee shall go to the step in the new range which provides the same wage or least amount of wage reduction.

- B. **Overtime:** All work performed outside the above normal work week shall be compensated for at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Employees shall be paid overtime for hours worked over 40 hours per week. Holiday, sick leave, vacation and floating holiday time are counted toward the calculation of time worked.

- C. **Temporary Assignments:** Employees assigned to do work in a lower rated job classification shall be paid at their job classification rate. Employees assigned to do work in a higher rated classification for a period in excess of one (1) working day shall be paid for all such time in the higher classification at the rate that is closest to but not less than the employee's current salary. Exceptions to this section include:
 - 1. Employees called to work in case of emergency and assigned to do work in higher rated classification shall be paid for all such time in the higher classification at the rate that is closest to but not less than the employee's current salary.

- D. **Pay Days:** Employees' payroll checks will be available at 8:00 a.m. on Friday following the end of the pay period.

All employees hired after January 1, 2004, shall be on direct deposit.

- E. **Compensatory Time:** All eligible employees may receive compensatory time off at the rate of time and one-half (1 1/2) in lieu of cash payments for overtime with the exception of EAA. All compensatory time shall be earned on the same basis as overtime. It shall be recorded and may be used during the year upon request of the employee, with approval of the department head. On an annual basis an employee may elect to receive compensatory time as paid time off or compensation. The employee's annual election will remain in effect on a year-to-year basis unless the employee notifies the City of a change when the annual election is conducted.

Employee's compensatory time accumulates on a calendar basis with all end of year balances paid out at year end, annually.

- F. **Holiday Pay:** Employees will be compensated for holiday leave according to the number of hours that the employee would have worked based on their normal work schedule for that day. Any surplus in the number of hours available for holiday leave (both established and floating holiday) will be paid on the last paycheck of the calendar year.

- G. **Call-In:** In the event employees are called for work after their normal work days and any accepted or assigned extra work assignments have been completed they shall receive a minimum payment of two (2) hours pay at the rate of time and one-half. The Employer may change the employee's shift upon giving 24 hour notice, except in case of emergency, at which time the 24 hour notice shall be waived.

In the event employees are forced to work on an approved vacation day, they shall receive a minimum payment of two (2) hours pay at twice their rate of pay for all work performed, and shall have their vacation day restored to be used at a later date.

- H. **Shift Differential:** Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be subject to a fifty cents (\$.50) per hour premium. The fifty cents (\$.50) shift differential shall not apply to work hours subject to overtime provisions.

ARTICLE XIII

AUTHORIZED ABSENCE

- A. **Vacations:** All regular employees shall be entitled to vacation leave with pay at their classification rate of pay during calendar year following their anniversary date of employment based upon the following schedule:

After 1 year of service - 80 hours
After 5 years of service - 120 hours
After 10 years of service - 160 hours
After 18 years of service - 200 hours
After 25 years of service - 224 hours

The vacation week shall be defined as 40 hours per employee. A vacation day shall consist of the number of hours that the employee would have worked based on their normal work schedule for that day.

Requests for full weeks of vacation take precedence over requests for single days of vacation. Requests for a full week of vacation must be submitted at least fourteen (14) days prior to the start date, with less notice being accepted if staffing needs can be met.

Employees may request to use vacation in half-day increments provided the supervisor approves all requests in his/her discretion.

Subject to the staffing requirement of the Employer, the employee shall be given his/her choice of the time of vacation except that if there is a conflict, the employee with the greatest seniority shall be granted the first choice of vacation time (full week or single days) or floating holiday during the annual selection process but after January 1, vacation selection will be on a first-come, first-served basis.

When a holiday falls in a vacation week, the employee shall receive an additional day of vacation or at the option of the Employer an additional day's pay. All new employees shall receive pro-rated vacation as of January 1st, of his first year.

Bus Drivers may utilize all of their total vacation in single day increments and the City may use part-time employees to cover.

On separation employees shall be paid all vacation due in proportion to the time worked. In the event of separation prior to completion of probation and/or completion of one (1) year of service, no terminal vacation shall be paid.

B. **Sick Leave:** Employees shall be entitled to sick leave credits on the following basis:

All regular full time employees of the Employer shall accumulate sick leave with pay at the rate of one (1) working day for each month of service. For purposes of this section leave of absence without pay shall not be considered service.

Unused sick leave credits shall accumulate to a maximum of one hundred and fifty (150) work days. Employees qualified to receive sick leave compensation shall receive such compensation at the rate of their regularly scheduled hour's pay at the employee's regular rate of pay for each day of absence.

An employee may apply for sick leave with pay for absences necessitated by injury or illness to the employee. Sick leave may also be used for employee doctor or dental appointments that cannot be scheduled other than during the employee's work day. At least three (3) work days' notice shall be required to apply for the leave for doctor or dental appointments, which is subject to the approval of the supervisor for scheduling.

Up to forty (40) hours of an employee's sick leave accumulation may be used per year for illness, injury, doctor and dental appointments that cannot be scheduled other than during the employee's work day of the employee's spouse or dependent children. At least three (3) work days notice shall be required to apply for leave for doctor and dental appointments which is subject to the approval of the supervisor for scheduling.

In order to qualify for a sick leave payment an employee must:

1. Report prior to the start of each work day to his department head or supervisor for his/her absence.
2. Keep his/her department head informed of the condition if the absence is more than three (3) working days.
3. Submit a doctor's certificate for such absence if in excess of three (3) working days. The certificate must state the kind and nature of sickness or injury and whether the employee has been incapacitated for said period of absence.
4. Apply for such leave according to the procedure established by the Employer.

Employees suspected of abusing sick leave privileges, may be required to submit a medical certificate to substantiate each absence, of claimed illness, regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him/her an opportunity to improve. If there is no improvement, the employee will be advised, in writing, that all future requests for sick leave, must be supported by a medical certificate. This requirement will be periodically reviewed with the employee, at least once each ninety (90) days, and determination will be

made, if this requirement is to continue. Employees shall be given written notification as to their status within seven (7) calendar days of this review.

Sick leave should be regarded by all supervisors and employees as valuable, free health, and welfare insurance which, in the best interest of all employees, should not be used unless really needed. Sick leave is not a "right" like vacation: It is a privilege, to be used carefully.

Unused accumulated sick leave shall be paid to employees who die in service or retire under the Wisconsin Retirement Fund, at one-half the employee's rate in effect at the time he/she retires or dies.

If a full sick day is taken, the employee shall be required to use the number of hours that the employee would have worked based on their normal work schedule for that day. In rare circumstances, a partial sick day may be used, upon the consent of the supervisor, with the employee using only the number of hours that were missed from his/her normal work schedule for that day.

C. **Emergency Leave:** For the purposes of this paragraph, an emergency is an unplanned event, other than illness, which, in the judgment of the employee's supervisor, would require an employee to be removed from their position. The employee may use available vacation time or floating holiday to cover for working time that may be lost due to an emergency. In the event that there is an emergency and the employee does not have time available from vacation or floating holiday, the employee must use leave without pay.

D. **Funeral Leave:** In case of death in the immediate family of a regular, full-time employee, (spouse, children, step-children, parents, step-parents, brother, sister, mother-in-law, or father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, step-brother, step-sister, son-in-law, daughter-in-law, guardian, half-sister and half-brother), the employee will be paid for the scheduled time lost from the day of death, up to and including the working day after the funeral, but not to exceed three (3) scheduled work days, at his/her regular straight time hourly rate and not to exceed the employee's normally scheduled work hours for those days. In the event that the death occurs while an employee is on any authorized paid leave of absence, such leave of absence shall not be counted, but funeral leave shall apply.

E. **Holiday Leave:** Holidays for the Transit Division are New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving (fourth Thursday in November), Christmas Day (December 25) and six floating holidays for a total of 12. If the established holiday falls on a Sunday the following Monday shall be deemed a holiday.

All regular full-time employees who are required to work on an established holiday shall receive double (2) their regular rate of pay for all hours worked in addition to the Holiday Pay.

As a condition for payment of holiday pay, every employee shall report for work on the scheduled work day before and after the defined holiday unless such employee is on authorized leave of absence or in cases of proven illness reported to the division or department head prior to the start of the day.

F. **Temporary Military Leave:** Employees who are members of the National Guard or Military Reserve shall be granted temporary military leave for annual tours of duty without pay or vacation

time may be applied. If leave is taken without pay, all benefits shall be maintained during such leave of two weeks or less.

- G. **Leave of Absence without Pay:** Request for leave of absence without pay for documented medical reasons will be granted for reasonable periods of time by the department or division head. Request for leave of absence without pay for personal reasons may be granted by the department head or division head.

Leave of absence without pay for Union business shall be granted and may comprise up to 30 calendar days for any employee who has been designated by this organization, provided such leave doesn't seriously hamper department operation.

- H. **Jury Duty:** Employees selected for jury duty during scheduled working hours shall endorse the check for such duty and return it to the City. The employee shall continue to receive his full pay for time lost while service. No overtime or compensatory time will be allowed for jury duty.

ARTICLE XIV

UNAUTHORIZED ABSENCE

No employee may absent himself from duty during regular working hours without the permission of the Employer. Any employee absenting himself/herself without the permission of the division or department head may be subject to disciplinary action.

ARTICLE XV

INSURANCE

- A. **Medical Benefits Plan:**
The Employer shall provide health coverage equal to a level of benefits available to employees under the City of Oshkosh Medical Benefit Plan Master Plan Document(s) effective January 1, 2018. The Employer agrees not to reduce the benefits during the life of the contract. Changes in the participation of health care providers listed on any preferred provider list shall not be viewed as a reduction in benefits.

The City may, from time to time, change the medical benefit plan administrators, PPO provider, or method of funding for health coverage if it elects to do so. At least 30 days advance notice of any change in the medical benefit plan administrator, PPO provider or method of funding shall be provided to the Association. Whenever the City is considering any of these changes, the Association may provide input into a decision. This input is limited to advisory only and will not affect the City's responsibility to select a provider or administrator.

- B. **Health Risk Assessment (HRA):** Employee participation in the City's Health Risk Assessment (HRA) program is voluntary. To receive the preferred premium contribution rate, the employee must participate in the HRA. Participation by the employee's spouse in the HRA is encouraged but not required. Participation in the follow-up coaching program is recommended and is offered on a voluntary basis.

The City reserves the right to offer an HRA and select the HRA administrator in its sole discretion. The City shall pay for the costs to provide the HRA. In the event the City elects to discontinue the HRA program, employees shall contribute the preferred employee health insurance rates.

The City shall not be entitled to nor shall it receive individual participant HRA reports or information. The information received by the City concerning the HRA or participants shall be limited to an aggregate summary report which does not include individually identifiable information.

C. **Health Insurance Employee Contributions:**

1. Employee Contribution **with HRA** – Rate 12%
2. Employee contributions **without HRA** – Rate 15%

Note: Health insurance premium contributions are actually made one month prior to the effective dates shown.

- D. **Dental Insurance:** Employees may participate in the dental plan at the same level of benefits and premium share as offered and provided to non-represented employees. Re-letter Life Insurance and ICI.
- E. **Life Insurance:** The Employer shall pay 100% of the premium of the State’s Group Basic Life Insurance Policy. Other amounts of coverage for the employee, and spousal and dependent coverage shall be available to the employee at his/her own expense.
- F. **Income Continuation Insurance:** The City shall participate in the State’s Group Income Continuation Insurance Program. The City will pay its employer’s share.

ARTICLE XVI

SECTION 125 PLAN

The City shall offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan’s rules and regulations.

ARTICLE XVII

TERMINATION OF EMPLOYMENT

The Employer shall pay all monies due employees upon the termination of employment and shall furnish such employee with a statement of employment if requested to do so by such employee, if the employee’s record has been satisfactory.

ARTICLE XVIII

NEW JOBS - VACANCIES

A vacancy shall be defined as a job opening not previously existing in the table of organization or a job opening created by termination, promotion or transfer of existing personnel when the job continues to exist in the table of organization. A steward may be present during interviews with employees seeking promotions, if requested by the employee.

All non-supervisory vacancies in the Transit Division shall be posted on the bulletin board of the Transit Division and such notice shall be posted five (5) working days before the vacancy is filled. The City may identify job classifications as "physically demanding" when such job classifications need to be filled through the job posting provisions in the Article. The City shall list the physical requirements of the job on the posting notice. Employees wanting such posted jobs shall sign the posted notice. The employee shall be selected on the basis of seniority, work record and qualifications. "Seniority" in the preceding list will be applied in the following order until an internal candidate is selected:

1. Continuous seniority earned within the division where the vacancy exists. If no internal candidate is selected then,
2. Continuous seniority earned within the department where the vacancy exists. If no internal candidate is selected then,

Candidates for positions identified as "physically demanding" will be evaluated by a third party medical professional to determine whether the candidate is qualified to perform the job requirements. In the event the employee does not pass the medical test, the employee shall not receive the transfer and the testing process will be repeated for the next candidate.

In the event an official training program has been conducted for a given position, successful completion of the course will be the qualifying factor for promotion. Said employee shall demonstrate his/her ability to perform the job posted within thirty (30) working days and if deemed qualified by the Employer shall be permanently assigned the job.

Should such employee not qualify or should the employee desire to return to his/her former job, he/she shall be reassigned to his/her former job without loss of seniority.

ARTICLE XIX

GRIEVANCE PROCEDURE

Both the Union and the City recognize that grievances and complaints should be settled promptly and at the earliest stage and that the grievance process must be initiated within 10 work days of the incident or knowledge of the incident. A grievance shall be defined as a dispute which involves the interpretation, application or compliance of the provisions of this Agreement. The written grievance shall include the facts upon which the grievance is based, the articles alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. All grievances which may arise shall be processed in the following manner:

- Step 1. The aggrieved employee shall present the grievance orally to his/her steward. The steward and/or the aggrieved shall attempt to resolve the grievance with the immediate supervisor, who may call higher level supervisors into the discussion. If it is not resolved at this level within five (5) work days, the grievance shall be processed as outlined in Step 2.
- Step 2. The grievance shall be presented in writing to the department head. The parties may schedule a meeting, at the department head's option, to discuss the grievance. If not resolved within five (5) working days at this level, the department head shall note his/her response on the grievance form and it shall be processed as outlined in Step 3.
- Step 3. The grievance shall be presented by letter to the City Manager. If it is not resolved at this level within ten (10) days, the City Manager shall note his statement on the grievance form and it shall be presented to the proper channels for processing as outlined in Step 4.
- Step 4. If a satisfactory settlement is not reached within five (5) working days of completion of Step 3, the grievance shall be submitted to arbitration, by notifying the Director of Administrative Services of its intent. The Union's executive board shall decide whether to submit the grievance to arbitration. Prior to filing for arbitration, but within 20 working days of the City Manager's response, the parties shall each select three (3) arbitrators from the Wisconsin Employment Relations Commission staff. From those six arbitrators, five names shall be drawn. The parties shall then proceed to alternately strike from that panel until an arbitrator is selected. The striking order shall be determined by a coin toss. Within 10 working days of the selection, the Union shall send a "Request for Grievance Arbitration" form to the WERC. The decision of the arbitrator shall be "final and binding" on both parties, however, he/she shall have no right to amend, modify, ignore, add to or delete the provisions of this Agreement. The decision of the arbitrator shall be based solely upon his interpretation of the express language of the Agreement. Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and Union but each shall be responsible for compensating its own representatives and witnesses except that the grievant and four (4) employees shall receive their regular rate of pay for any scheduled time lost. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the City does not answer a grievance within the specified time limits, the Union may appeal the grievance to the next step. Time limits in each step may be extended by mutual written agreement between the parties.

All grievances and solution shall be put in writing and presented to the personnel office.

Pay owed an employee dating from a disciplinary action involving pay (e.g. suspension, demotion, termination) shall be reinstated from the date of such disciplinary action if such action is not sustained through processing of a grievance.

General: Any employee may process his/her grievance as above outlined but the Union shall have the right to be present and act in support of its position in the matter of the grievance.

Any employee shall have the right to the presence of a steward when his/her work performance or conduct or other matter affecting his/her status as an employee is subject of discussion for the record.

The Union shall determine the composition of the Grievance Committee of the Union.

ARTICLE XX

DUES DEDUCTIONS

The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and non-union fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit the monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Union 30 days before the effective date of the change.

As to new employees, such deduction shall be made from the first paycheck following the first (1st) day of completion of their probationary period.

The Union and Wisconsin Council 40, AFSCME, AFL-CIO, do hereby indemnify and shall save the City harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken, or not taken, by the City which City action or non-action is in compliance with this agreement, and in reliance on any lists or certificates which have been furnished to the City pursuant to this Article, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the City from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

ARTICLE XXI

WAIVER OF RIGHTS

Neither party to this Agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under our state and federal laws, regulations or statutes.

In the event any clause or portion of this Agreement is in conflict with the statutes of the State of Wisconsin governing municipalities or other statutes such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

ARTICLE XXII

UNION BULLETIN BOARD

The Union is hereby granted permission to post notices, announcements, and other legitimate material on the bulletin board of the premises.

ARTICLE XXIII

REOPENER

During the course of the contract year any article of this Agreement may be opened for negotiations by mutual consent of both parties to this Agreement; negotiations under this article shall be restricted to that article stated in the request for discussion.

ARTICLE XXIV

WISCONSIN RETIREMENT SYSTEM

The City and employee shall each contribute 50% of the actuarially required contribution to WRS as determined by the Employee Trust Funds (ETF).

ARTICLE XXV

MISCELLANEOUS ALLOWANCES

- A. **Meal Allowance:** In the event an employee accepts or is forced to work an extension of his/her route of three (3) hours or more beyond his/her regularly scheduled shift on the same day, he/she shall receive a meal allowance of \$5.00.
- B. **Tool Replacement:** The Employer will provide a tool allowance of up to \$400 annually for replacement of tools broken (not lost tools) resulting from work performed by mechanics in transit. Mechanics will be required to present the broken tool to their supervisor so he/she can authorize reimbursement.

ARTICLE XXVI

LONGEVITY PLAN

- A. The following longevity plan is in effect:
 - \$2.77 bi-weekly after 5 years of service.
 - \$5.54 bi-weekly after 10 years of service.
 - \$9.23 bi-weekly after 15 years of service.
 - \$12.92 bi-weekly after 20 years of service.
- B. After January 1, 2004, no employee shall receive longevity pay at five years unless he/she is receiving it as of December 31, 2003. Employees who have attained 10-14 years of employment shall receive \$500 payable the first pay period of the calendar year. Employees who have attained 15-19 years of employment shall receive \$750 payable the first pay period of the calendar year. Employees who have attained 20 and over years of employment shall receive \$1,000 payable the first pay period of the calendar year. Those employees reaching their 10th, 15th, and 20th year of service shall earn their longevity for that year on a prorated basis.
- C. Grandfathering clause: Employees with five (5) to (10) years of service as of January 1, 2004, shall continue to receive longevity as shown in paragraph A; however, once reaching the tenth

year of service, employees shall receive payments as indicated in paragraph B above and shall no longer receive longevity as shown in paragraph A. Employees with ten (10) to fifteen (15) years of service as of January 1, 2004, shall continue to receive longevity as shown in paragraph A; however, once reaching the fifteenth year of service, employees shall receive payments as indicated in paragraph B above and shall no longer receive longevity as shown in paragraph A. Employees with fifteen (15) to twenty (20) years of service as of January 1, 2004, shall continue to receive longevity as shown in paragraph A; however, once reaching the twentieth year of service, employees shall receive payments as indicated in paragraph B above and shall no longer receive longevity as shown in the paragraph A. Employees who have attained twenty (20) or more years of service as of January 1, 2004, shall continue to receive longevity as shown in paragraph A and the payment as indicated in paragraph B above. Those employees reaching their 10th, 15th and 20th year of service shall earn their longevity for that year on a prorated basis.

ARTICLE XXVII

MAINTENANCE OF BENEFITS

The City will not change any benefit or condition of employment, which is mandatorily bargainable except by mutual agreement with the Union.

ARTICLE XXVIII

13C AGREEMENT

The parties hereto recognize that they have heretofore entered into a 13C Agreement as required by the U.S. Department of Labor for transit employees and that said agreement will remain in force together with the provisions of this Contract.

ARTICLE XXIX

STRIKES AND LOCKOUTS

The Union agrees that there shall be no picketing, strikes, sympathetic strikes, or sit-downs for any reason whatsoever, or any other work interruption or interference with the affairs of the City of Oshkosh during the term of this Agreement, by any officers or members. The City of Oshkosh agrees that there shall be no lockout during the life of the Agreement, it being the mutual desire of the parties to provide for uninterrupted and continuous service. At no time shall employees be required, as a condition of employment, to cross legal picket lines or act as a strikebreaker, when in the opinion of the employee, there is a present danger to the employee's safety. Proven participation by employees in the action prohibited by the above shall be basis for disciplinary action, including discharge.

ARTICLE XXX

WORKER'S COMPENSATION

No sick leave, injury leave or temporary disability benefits shall be payable to any employee injured while in the employ of an employer other than the City of Oshkosh if the employee is eligible for worker's compensation with the other employer.

The following policy, regarding the contribution and/or accumulation of fringe benefits will apply to employees of the City of Oshkosh during such period of time the employee is receiving Worker's Compensation while on temporary disability:

1. Seniority shall continue to accrue.
2. Longevity shall continue to accrue.
3. The Employer shall continue to pay that portion of the hospital and surgical insurance premium, as provided for all employees in the collective bargaining Agreement.
4. The Employer shall continue to pay that portion of the life insurance premium as provided for all employees in the collective bargaining Agreement.
5. The employee may use sick leave, vacation or holiday in equal proportion to the difference between his/her regular wages and the amount of Worker's Compensation (currently one-third (1/3) day sick leave per day) at the employee's option.
6. In cases of extended disability, vacation, holiday and sick leave benefits will continue to accrue during the first six (6) consecutive months of disability or until such time as the employee's only income from the City of Oshkosh is Worker's Compensation; whichever is longer.
7. The employee shall notify the Director of Administrative Services of his intent to use vacation, holiday and/or sick leave benefits in lieu of Worker's Compensation.
8. The Director of Administrative Services shall notify the employee in writing when all vacation, holiday and sick leave benefits have been exhausted during the period of disability.
9. Employees receiving Worker's Compensation prior to April 1, 1975 will not be subject to the restrictions of this policy.

ARTICLE XXXI

CLOTHING ALLOWANCE

- A. **Uniforms:** The City shall pay the full cost of required uniforms for transit operators, operator-laborer, mechanics, and shop laborer. Employees shall be reimbursed by the Employer for the cost of City required and approved high visibility winter jackets, winter coveralls and other outerwear including hats, gloves, boots, rain jackets and rain pants up to \$150 annually, for Mechanics, Shop Laborer, Operator/Laborer and Transit Operator/Sign, subject to supervisory approval.
- B. **Safety / Footwear Allowance:** Employees shall be reimbursed by the Employer for the cost of City-required footwear up to \$50 per year or City-required safety-toed footwear up to \$100 per year.

ARTICLE XXXII

COMMERCIAL DRIVER'S LICENSE

The Employer shall notify the Union of all positions which will be required to have a Commercial Driver's License and the specific endorsements required for each position. The City will reimburse employees up to \$74.00 for the cost of maintaining a CDL that is required by the City for the employee's current position.

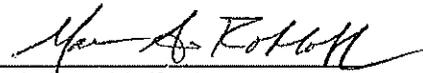
ARTICLE XXXIII

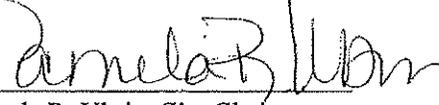
DURATION

This Agreement shall be effective on January 1, 2021, and shall remain in full force and effect until and including December 31, 2023, and shall be automatically renewed from year to year unless negotiations are instituted by September 1. Proposals shall be exchanged by September 15.

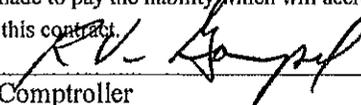
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of February, 2021, by:

CITY OF OSHKOSH

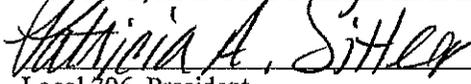

Mark A. Rohloff, City Manager

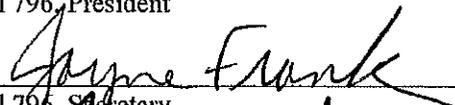

Pamela R. Ubrig, City Clerk

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.


City Comptroller

OSHKOSH CITY EMPLOYEES UNION, LOCAL 796, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES.


Local 796, President


Local 796, Secretary


AFSCME, Representative

Approved:

Lynn A. Lorensen, City Attorney

APPENDIX A

**OSHKOSH CITY EMPLOYEE UNION, TRANSIT DIVISION
LOCAL 796, AFSCME, AFL-CIO**

Rates Effective on the first payperiod that includes January 1, 2021 (2%)

CLASS	RNG	FREQ	SPAN		A	B	C	D	E
Transit Operator	1	6 mo.	1yr.	Hr.	25.03	25.46	25.89		
Transit Operator/Laborer				Biw.	2002.47	2036.87	2071.23		
Transit Operator/Sign				Mo.	4338.68	4413.21	4487.66		
Shop Laborer	2	6 mo.	1yr.	Hr.	25.32	25.79	26.18		
				Biw.	2025.76	2063.51	2094.56		
				Mo.	4389.14	4470.93	4538.21		
Transit Mechanic	3	1 yr.	4yr.	Hr.	27.01	27.44	27.91	28.44	28.99
				Biw.	2161.13	2195.51	2233.23	2275.39	2319.78
				Mo.	4682.44	4756.93	4838.66	4930.01	5026.19
Lead Mechanic-Transit	4	1 yr.	4yr.	Hr.	27.44	27.91	28.44	28.99	29.56
				Biw.	2195.51	2233.23	2275.39	2319.74	2365.23
				Mo.	4756.93	4838.66	4930.01	5026.10	5124.66

**OSHKOSH CITY EMPLOYEE UNION, TRANSIT DIVISION
LOCAL 796, AFSCME, AFL-CIO**

Rates Effective on the first payperiod that includes January 1, 2022 (1.5%)

CLASS	RNG	FREQ	SPAN		A	B	C	D	E
Transit Operator	1	6 mo.	1yr.	Hr.	25.40	25.84	26.27		
Transit Operator/Laborer				Biw.	2032.51	2067.42	2102.30		
Transit Operator/Sign				Mo.	4403.77	4479.41	4554.98		
Shop Laborer	2	6 mo.	1yr.	Hr.	25.70	26.18	26.57		
				Biw.	2056.15	2094.46	2125.98		
				Mo.	4454.99	4537.99	4606.29		
Transit Mechanic	3	1 yr.	4yr.	Hr.	27.41	27.85	28.33	28.86	29.43
				Biw.	2193.55	2228.44	2266.73	2309.52	2354.58
				Mo.	4752.69	4828.28	4911.24	5003.96	5101.59
Lead Mechanic-Transit	4	1 yr.	4yr.	Hr.	27.85	28.33	28.86	29.43	30.00
				Biw.	2228.44	2266.73	2309.52	2354.54	2400.71
				Mo.	4828.28	4911.24	5003.96	5101.50	5201.53

OSHKOSH CITY EMPLOYEE UNION, TRANSIT DIVISION
LOCAL 796, AFSCME, AFL-CIO
Rates Effective on the first payperiod that includes January 1, 2023 (2.5%)

CLASS	RNG	FREQ	SPAN		A	B	C	D	E
Transit Operator	1	6 mo.	1yr.	Hr.	26.04	26.48	26.93		
				Biw.	2083.32	2119.11	2154.86		
				Mo.	4513.86	4591.40	4668.86		
Shop Laborer	2	6 mo.	1yr.	Hr.	26.34	26.83	27.23		
				Biw.	2107.55	2146.82	2179.13		
				Mo.	4566.35	4651.44	4721.44		
Transit Mechanic	3	1 yr.	4yr.	Hr.	28.10	28.55	29.04	29.59	30.16
				Biw.	2248.39	2284.15	2323.40	2367.26	2413.44
				Mo.	4871.51	4948.99	5034.03	5129.06	5229.12
Lead Mechanic-Transit	4	1 yr.	4yr.	Hr.	28.55	29.04	29.59	30.16	30.75
				Biw.	2284.15	2323.40	2367.26	2413.40	2460.73
				Mo.	4948.99	5034.03	5129.06	5229.03	5331.58