

*AGREEMENT*

**BETWEEN**

**CITY OF MANITOWOC**

**AND**

**CITY OF MANITOWOC  
TRANSIT EMPLOYEES**

**TEAMSTERS LOCAL NO. 662**

**2017-2019**

## Contents

ARTICLE 1.....	1
RECOGNITION.....	1
Section 1. Union Recognition.....	1
Section 2. Clerk's Past Practice.....	1
ARTICLE 2.....	1
MAINTENANCE OF STANDARDS.....	1
Section 1. Protection of Conditions.....	1
ARTICLE 3.....	2
UNION ACTIVITY .....	2
ARTICLE 4.....	2
PROBATIONARY AND EMPLOYMENT STATUS .....	2
Section 1. Probationary Period.....	2
Section 2. Definitions.....	2
Section 3. Reclassification.....	3
Section 4. Opportunity.....	3
ARTICLE 5.....	3
NORMAL WORK WEEK, NORMAL WORK DAY AND NORMAL WORK SHIFT ...	3
Section 1. Normal Work Week.....	3
Section 2. Normal Work Day.....	4
Section 3. Overtime.....	4
Section 4. Emergencies.....	4
Section 5. Weekend and Emergency Call.....	4
Section 6. Stability of Employment.....	5
ARTICLE 6.....	5
PAY POLICY .....	5
Section 1. Pay Rates and Paydays.....	5
Section 2. Call-In Pay.....	5
Section 3. Longevity.....	5

Section 4. Agency Shop.....	5
Section 5. Work at Higher Classification.....	6
Section 6. Paycheck Deductions.....	6
ARTICLE 7.....	6
SENIORITY.....	6
Section 1. Seniority to Prevail.....	6
Section 2. Definitions.....	6
Section 3. Relation with Other City Departments.....	6
Section 4. Termination of Seniority.....	6
Section 5. Seniority List.....	7
Section 6. Lay Offs.....	7
ARTICLE 8.....	7
JOB ASSIGNMENTS.....	7
Section 1. Job Assignments.....	7
Section 2. Call-In Procedure.....	7
ARTICLE 9.....	7
DISCHARGE & SUSPENSION.....	7
Section 1. Procedure.....	7
Section 2. Warning Notice Duration.....	8
Section 3. Notice.....	8
Section 4. Appeal and Reinstatement.....	8
Section 5. Arbitration.....	8
ARTICLE 10.....	8
JOB POSTING.....	8
Section 1. Job Posting Procedure.....	8
Section 2. Return to Former Position.....	9
Section 3. New Positions.....	9
Section 4. Temporary Vacancies.....	9
ARTICLE 11.....	9
GRIEVANCE PROCEDURE.....	9

Section 1. Procedure.....	9
ARTICLE 12 .....	10
COMMERCIAL DRIVERS LICENSE .....	10
ARTICLE 13 .....	11
VACATIONS, SICK LEAVE, HOLIDAYS AND LEAVE OF ABSENCE .....	11
Section 1. Vacations.....	11
Section 2. Sick Leave.....	12
Section 3. Holidays.....	13
Section 4. Leave of Absence.....	14
ARTICLE 14 .....	15
INSURANCE.....	15
Section 1. Health Insurance.....	15
Section 2. Life Insurance.....	15
Section 3. Flexible Benefits Plan.....	16
ARTICLE 15 .....	16
TERMINATION OF EMPLOYMENT.....	16
ARTICLE 16 .....	16
PENSION.....	16
ARTICLE 17 .....	16
CLOTHING ALLOWANCE .....	16
Section 1. Transit Drivers.....	16
ARTICLE 18.....	17
FUNERAL ALLOWANCE .....	17
ARTICLE 19 .....	17
MANAGEMENT RIGHTS .....	17
ARTICLE 20 .....	17
STRIKES AND LOCKOUTS.....	17
Section 1. Strikes and Lockouts Prohibited.....	17
Section 2. Liability.....	17
ARTICLE 21 .....	17

PROTECTION OF RIGHTS .....	17
ARTICLE 22 .....	17
SEPARABILITY AND SAVINGS .....	17
ADDENDUM "A" .....	19
UNIT CLASSIFICATIONS AND WAGES.....	19
ARTICLE 23 .....	20
DURATION.....	20

## **AGREEMENT**

This Agreement is entered into by and between the City of Manitowoc, Wisconsin, hereinafter referred to as the "Employer" and Teamsters Local No. 662 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union."

Whereas, in order to increase general efficiency of the Transit Division of the Department of Public Infrastructure, to maintain existing harmonious relationship 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 working conditions among the employees and to facilitate a peaceful adjustment of all grievances and disputes which may arise.

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

### **ARTICLE 1** **RECOGNITION**

#### **Section 1. Union Recognition.**

The Employer recognizes the Union as the exclusive bargaining agency for employees of the Transit Division of the Department of Public Infrastructure of the City of Manitowoc excluding professional, managerial, confidential and supervisory employees, with respect to wages, hours and conditions of employment.

#### **Section 2. Clerk's Past Practice.**

In April, 2001 the City of Manitowoc gave recognition to the Manitowoc Transit employees as a separate bargaining unit. Since there has been a long standing practice of using Department of Public Works Clerks to fill vacancies in the Transit Clerk Office and Transit Clerks filling Clerk vacancies in the Department of Public Works office, the parties agree that this practice will continue between the Department of Public Works Bargaining Unit and Transit Bargaining Unit, (which now includes the Transit/Cemetery Clerk(s)) with no loss of wages to any Clerk per Article 6, Section 5, Pay Policy. No Clerk will be required to fill a vacancy and receive a lower pay rate than their usual hourly pay rate.

### **ARTICLE 2** **MAINTENANCE OF STANDARDS**

#### **Section 1. Protection of Conditions.**

The Employer and Union agree that they will cooperate in every way possible to promote harmony and efficiency among the Transit Division of the Department of Public Infrastructure employees. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, which are mandatorily bargainable, shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement, and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 3  
UNION ACTIVITY

The Union agrees to conduct its business off the job as much as possible. This 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 posting of union notices and bulletins.

The Employer agrees not to deduct such reasonable time from the pay of such employees and further agrees that time spent in the conduct of grievances or in bargaining, shall not be deducted from the pay of delegated employee representatives of the Union. The bargaining committee shall be limited to no more than one (1) member from the bargaining unit during work hours.

Business agents or representatives of the Union having business with the officers or individual members of their respective unions may confer with such officers or members during the course of the work day for a reasonable time, upon contacting the supervisor's office.

ARTICLE 4  
PROBATIONARY AND EMPLOYMENT STATUS

Section 1. Probationary Period.

All newly hired full-time employees shall be considered probationary for the first 90 days of their employment with the Employer and all newly hired part-time employees shall be considered probationary for the first six (6) months of their employment with the Employer and such probationary employees may be disciplined or discharged without recourse to the grievance procedure contained in this agreement. Salary during the probationary period shall be 85% of the normal wage. The seniority of an employee who has satisfactorily completed probation shall date from the employee's original date of employment. The employee shall be entitled to all benefits accruing to full-time or part-time employees. The City reserves the right to shorten the probationary period for any employee.

Section 2. Definitions.

(a) A full-time employee is hereby defined as an employee who has completed the designated probationary period and who occupies a full-time position.

(b) A full-time position is defined as a group of duties and responsibilities requiring the full-time employment of one (1) person for forty (40) or more hours per week on a regular schedule throughout the year.

(c) A part-time employee is an employee who is assigned works less than 30 hours per week on average over the previous twelve (12) month period.

Section 3. Reclassification.

Should a part-time employee be reclassified as a full-time employee and should the employee be maintained in the same or kindred occupation under the same division supervisor, the first one-hundred eighty (180) days of continuous employment (including all time worked) shall be considered the employee's probationary period.

Section 4. Opportunity.

Qualified part-time employees shall be given an opportunity for full-time jobs when such openings occur. The term "opportunity" shall mean that part-time employees will be considered for full-time positions, but will not automatically be entitled to a trial period for the position.

ARTICLE 5

NORMAL WORK WEEK, NORMAL WORK DAY AND NORMAL WORK SHIFT

Section 1. Normal Work Week.

(a) Clerks. The normal work week for clerks in this bargaining unit shall consist of forty (40) hours, five (5) consecutive work days.

(b) Transit Drivers. Commencing January 1, 2005: A normal hour work day shall fall within the parameters as follows:

Parties to the agreement understand there is a need for flexibility to the start and end time for Shift 1 and Shift 2 for all full-time weekday routes as well as for all Saturday routes.

Monday - Friday

Shift 1 – Shall not start before 4:30 a.m. and shall end before or at 2:00 p.m.

Shift 2 – Shall not start before 11:30 a.m. and shall end before or at 8:30 p.m.

Saturday Shift

Shall not start before 7:30 a.m. and shall end before or at 5:30 p.m.

Two full time drivers shall be scheduled to drive Tuesday through Saturday, each week in accordance with the start and end times as stated above. This schedule shall be on a rotating basis.

Each full time transit driver shall bid on an am or pm shift and work within that bid shift on rotating full-time route schedules for a period of one (1) week in each full-time route. In the event there is an additional full-time route, it shall be included in the rotation. At any time a route ceases to be full-time, it shall be deleted from the rotation. The hours for part time transit drivers shall be as assigned. Any scheduled/planned unfilled daytime hours shall be offered first to the evening full-time drivers and then to part-time drivers assuming no overtime costs are incurred.



The parties hereto understand that new transit routes, changing transit routes, employee absence or other circumstances may result in an alteration of the work schedule of transit drivers during the term of this agreement. Such alterations are not subject to schedule change overtime pay. In no event, however, shall the normal work week exceed forty (40) hours or six (6) work days.

#### Section 2. Normal Work Day.

(a) Transit Drivers and Clerks. The normal work day for transit drivers shall be governed by Section 1, (b) above. The normal work day for the Transit Clerks shall be assigned hours between 7:00 a.m. to 4:30 p.m.

(b) Clerks may take a break of not more than ten (10) minutes in length and a lunch break not to exceed twenty (20) minutes in length during each day of regular scheduled work at a time and place mutually agreed upon by the employee and the supervisor. Any breaks which are not used may not be accumulated. Employees shall be expected to carry their lunch and will not be permitted to stop at restaurants, taverns or similar places of business during their workday.

(c) Drivers who complete at least a 7-1/2 hour driving shift may take a break of not more than ten (10) minutes in length and a lunch break not to exceed twenty (20) minutes in length at a time to be determined by the employer. Any breaks which are not used may not be accumulated. Employees may carry their lunch and will be permitted to stop at, or walk to, restaurants, or similar places of business during their workday, with the understanding that buses are to be parked at the terminal.

#### Section 3. Overtime.

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay.

All work performed on Sundays and holidays shall be compensated for at the rate of two (2) times the regular rate of pay. There shall be no pyramiding of overtime.

#### Section 4. Emergencies.

For emergencies the Employer shall have the right to schedule the work week as may be necessary and from one schedule of hours to another schedule of hours without regard to prior notice. Any employee who is called in for work outside the employee's normal work schedule shall not be sent home early on subsequent days that week nor denied the employee's regular work schedule that week to avoid overtime payment without the employee's consent.

#### Section 5. Weekend and Emergency Call.

All employees shall be subject to call for weekend work and emergency work.

Section 6. Stability of Employment.

Extra (temporary) employees shall not be used unless all available employees are working.

ARTICLE 6  
PAY POLICY

Section 1. Pay Rates and Paydays.

Employees shall be compensated at the rate specified in the addendum to this Agreement. Pay checks will be available for employees at the close of business on every other Thursday except for unforeseen circumstances beyond the Employer's control.

Section 2. Call-In Pay.

In the event employees are recalled to work outside of their regular work day, they shall receive a minimum of two (2) hours of pay.

Section 3. Longevity.

Upon completion of the required years of service and continuing with each pay period thereafter, every full-time and part-time employee shall receive longevity payments as follows:

Upon completion of five (5) years .....	6¢ per hr.
Upon completion of ten (10) years .....	12¢ per hr.
Upon completion of fifteen (15) years .....	18¢ per hr.
Upon completion of twenty (20) years .....	24¢ per hr.

Section 4. Agency Shop.

The Employer shall deduct once each month from the earnings of all employees in the collective bargaining unit, an amount being the monthly dues certified by the Union as the dues required of all members and pay said amount to the treasurer of the Union on or before the end of the month in which said deduction was made.

Changes in the amount of dues to be deducted shall be by written notification from the Union at least one (1) week before the effective date of the change.

As to new employees, such deduction shall be made from the first paycheck following the first ninety (90) days of employment.

The Employer shall provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

Section 5. Work at Higher Classification.

When employees perform work in a higher classification, they shall be compensated at the higher rate for all time worked in said classification.<sup>1</sup>

Section 6. Paycheck Deductions.

Upon presentation of the proper authorizations by the employees, the City shall make the requested check-off deductions and forward same to the appropriate financial institution that accepts direct deposits in the name of the individual employee.

ARTICLE 7  
SENIORITY

Section 1. Seniority to Prevail.

Unless otherwise modified elsewhere in this Agreement, seniority shall prevail. Any disagreement concerning an employee's seniority shall be subject to the grievance procedure.

Section 2. Definitions.

(a) City-wide Seniority shall be defined as the length of service with the City of Manitowoc from the employee's last date of hire to a position with the City plus such additional time as is required or granted for vacations, leaves of absence, illness or injury.

(b) Unit Seniority shall be defined as the length of service with this bargaining unit from the employee's last date of hire to a position within this unit, including such additional time as is required or has been granted for vacations, leaves of absence, illness or injury. The employee shall be credited with previously earned seniority for city-wide accumulation of benefits.

Section 3. Relation with Other City Departments.

If an employee moves from another City department to this bargaining unit, city-wide seniority shall prevail for the computation of fringe benefits, but unit seniority shall prevail for vacation bidding and job bidding purposes. When being considered for a position in another department of the City, the employee seeking the position in the other department shall not be credited with any seniority when being considered.

Section 4. Termination of Seniority.

Seniority shall be terminated if any employee:

- (1) quits;
- (2) discharged for cause and not subsequently reinstated;
- (3) fails to report for work after termination of leave of absence;
- (4) if laid off and not reemployed within three (3) years from date of layoff;
- (5) is retired;

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<sup>1</sup> Article 6 Pay Policy Section 5 Night Premium - Language deleted from contract effective 1/1/2001. Shift premium rolled into base pay.

(6) fails to return from lay-off when recalled by proper written notice by certified mail, return receipt requested. The employee must respond to such notice within three (3) days after receipt thereof and must actually report to work in seven (7) days after receipt of such notice unless otherwise mutually agreed to.

This procedure is not intended as the sole method to call back employees, but shall be required before an employee's seniority is terminated.

Section 5. Seniority List.

A seniority list of employees shall be posted in a conspicuous place and a copy shall be furnished to the Union upon request.

Section 6. Lay Offs.

In laying off employees because of a reduction in force, the employee shortest in length of service in this bargaining unit shall be laid off first, provided those retained are capable of carrying on the Employer's usual operations. In reemploying, the employees on the seniority list having the greatest length of service in this bargaining unit shall be called back first, provided they are qualified to perform the available work.

The employer reserves the right to determine the timing and duration of any lay off, and the number of employees laid off.

(Language prohibiting layoffs through December 31, 2006 is deleted January 1, 2007 and shall no longer have any effect on the City.)

ARTICLE 8  
JOB ASSIGNMENTS

Section 1. Job Assignments.

Except as otherwise provided herein, the Employer retains the authority to make job assignments as necessary to serve this Department's needs, without regard to seniority.

Section 2. Call-In Procedure.

The employer shall continue the current policy on call-ins.

ARTICLE 9  
DISCHARGE & SUSPENSION

Section 1. Procedure.

The Employer shall not suspend or discharge any employee without just cause. Where just cause would not warrant a suspension or discharge, the Employer agrees to give at least one (1) written warning.

Section 2. Warning Notice Duration.

The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from date of said warning notice.

Section 3. Notice.

Discharge or suspension of an employee must be by proper written notice, either given in person in the presence of a union representative or sent to the last known address of the employee with a copy to the Union. Any employee may request an investigation as to the employee's discharge or warning notice.

Section 4. Appeal and Reinstatement.

Should such investigation prove that an injustice has been done the employee shall be reinstated and compensated at the employee's usual rate of pay while the employee has been out of work. Appeal from discharge must be taken within five (5) days by written notice to the department head and a decision must be reached within twenty (20) days from the date of discharge.

Section 5. Arbitration.

The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as provided in Article 11 of this Agreement.

ARTICLE 10  
JOB POSTING

Section 1. Job Posting Procedure.

On an annual basis, when new routes are added, deleted, or when route start/end times change, or when a new job or vacancy is available the following applies:

(a) Posted on the bulletin board five (5) working days before the job operation begins. Copies of all job posting will be forwarded to the Union.

(b) Employees desiring a posted job shall sign the notice.

(c) In filling new or vacant positions, the full-time applicant with the most seniority covered by this agreement, if qualified for the position, shall be given an opportunity to be awarded the new or vacant job position.

(d) When seniority is not recognized in filling a posted position the case shall be subject to the grievance procedure.

(e) Vacancies may be temporarily filled for a maximum of fifteen (15) working days without posting or without regard to seniority.

(f) Employees covered by this Agreement, who have served for at least 12 months in their position, may post for new positions or vacancies, if qualified. An employee posting

to a position will be placed on the wage structure for the new position at the next step that provides an increase in wages. However, in no event may an employee posting for a new position or vacancy be placed at the top rate for the new position.

Section 2. Return to Former Position.

The employee shall have ten (10) work days on the job or one month, whichever comes first, in which to familiarize themselves with the employee's new position at the employee's old rate of pay. Should the employee fail to qualify for the posted position within this time period, or if the employee desires within this time period the employee shall be returned to the employee's former position.

Section 3. New Positions.

In the event a new position is created during the term of this Agreement the parties agree to negotiate the impact of the new position.

Section 4. Temporary Vacancies.

When temporary vacancies in higher classifications due to vacations and/or illness are filled, they shall be filled by the most senior qualified employee who shall be compensated accordingly.

ARTICLE 11  
GRIEVANCE PROCEDURE

Section 1. Procedure.

In the event of a grievance, the procedure shall be as follows:

(a) The grievance shall be presented to the Employee's immediate supervisor by the Employee or the Union Steward within five (5) working days of the occurrence of the facts which led to the filing of the grievance. The grievance shall be filed in writing.

(b) The Supervisor shall respond to the grievance in writing within five (5) working days after it is received.

(c) If the grievant is not satisfied with the answer of the Supervisor, the grievance may be appealed in writing to the Director of Public Infrastructure within five (5) working days after receipt of the Supervisor's response.

(d) The Director of Public Infrastructure shall respond in writing to the grievance within five (5) working days after receiving it, unless the Union requests a meeting with the Director of Public Infrastructure to discuss the grievance, in which case the Director shall respond in writing within five (5) working days after such meeting.

(e) If the matter is not settled under (d), the Union shall file a written appeal with the Personnel Committee within fifteen (15) working days after receipt of the Director of Public Infrastructure's written response. This appeal may be filed with the Human Resources Director. The parties shall then agree on a date for a hearing before the

Personnel Committee, or may mutually agree to waive this Step and have the matter proceed to arbitration under (f).

(f) If the grievance is not resolved through the procedures in (a) through (e), either party may request arbitration. This request shall be made within (10) working days following the decision of the Personnel Committee, or within ten (10) working days following the mutual decision of the parties to waive the hearing before the Personnel Committee. Requests for arbitration shall be filed with the Wisconsin Employment Relations Commission. A copy of the request for arbitration shall be forwarded to the other party. The parties shall request the Wisconsin Employment Relations Commission to provide a list of five staff arbitrators from which each party shall strike two arbitrators. The remaining arbitrator shall hear the case. Subject to Wis. Stat. Chapter 788 and any regulations of the Wisconsin Employment Relations Commission, the arbitrator's decision shall be final and binding upon the parties to the Agreement. The expenses of arbitration shall be borne equally by the parties. The arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this agreement.

(g) The time limits set forth in this Article may be extended by express written mutual agreement of the parties.

## ARTICLE 12 COMMERCIAL DRIVERS LICENSE

All bargaining unit employees who are required by the employer to possess a Commercial Driver's License to perform the duties of their position shall be required to obtain and maintain such a license as a condition of employment. The cost of obtaining and maintaining a Commercial Driver's License is the responsibility of the employee. Employees shall be responsible for maintaining compliance with all Commercial Driver's License requirements at all times, including being physically able to operate commercial motor vehicles during all regular working hours. An employee whose physical condition does not conform to CDL requirements when an employee is called into work outside of regularly scheduled working hours shall so notify the employee's supervisor and shall not be permitted to report for work.<sup>2</sup>

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<sup>2</sup> Article 12 Commercial Driver's License - Payments rolled up into base pay (1¢/hr) effective 1/1/99. Language was deleted.

ARTICLE 13  
VACATIONS, SICK LEAVE, HOLIDAYS AND LEAVE OF ABSENCE

Section 1. Vacations.

(a) Vacation Schedule. Employees shall earn vacations (working days) with pay as follows:

- 1 week (5 days) after 1 year of service
- 2 weeks (10 days) after 2 years of service
- 2 weeks and 2 days (12 days) after 5 years of service
- 3 weeks (15 days) after 8 years of service
- 3 weeks and 1 day (16 days) after 11 years of service
- 3 weeks and 2 days (17 days) after 12 years of service
- 3 weeks and 3 days (18 days) after 13 years of service
- 3 weeks and 4 days (19 days) after 14 years of service
- 4 weeks (20 days) after 15 years of service
- 5 weeks (25 days) after 20 years of service
- 5 weeks and 1 day (26 days) after 21 years of service

(b) Part-Time Employees. Part-time employees shall earn vacations and all other benefits on a pro-rata basis. Part time employees shall earn pro-rata vacation commencing after the probationary period with the date on which the employee becomes a part time employee.

(c) Employees Who Terminate. Employees who terminate and have worked less than the full year shall have their vacation pay prorated on the basis of one-twelfth (1/12) of their normal vacation for each month worked past their anniversary date.

(d) Vacation Selection. In applying for vacation, preference shall be given in order of unit seniority, but no person may take more than ten (10) work days of vacation until the remainder of the employees have selected vacation. Once the remainder of the employees have selected vacation days, those with vacation remaining may then select in order of seniority. Individual vacation requests or cancellations made after vacations have been selected as set forth above shall be made on at least 48 hours advance notice, unless waived by management. The Employer shall consider such requests consistent with Department staffing needs as determined by the Employer. At the Employer's discretion vacation requests made later also may be granted.

(e) Vacation Call-In. In the event of an emergency as defined in Article 5, Section 4, a scheduled vacation day may be canceled and the employee required to report to work upon receiving notice from the City. In such events, the employee shall be paid as if vacation had not been scheduled for the day of the emergency. The employee shall be permitted to take the canceled vacation day at another mutually agreeable time.

(f) Unpaid Leave. If the City chooses to reduce the hours of service on a given day, employees shall have the discretion to take unpaid leave rather than use earned vacation, holiday, or sick time for that day.



Section 2. Sick Leave.

(a) Sick Leave Earned. All employees after one (1) year of service shall be granted sick leave of five (5) working days with full pay. All employees after two (2) years of service shall be granted sick leave of twelve (12) working days (one (1) day per month) with full pay each year.

(b) Accumulation. Sick leave shall be cumulative to one hundred and twenty (120) days. Sick leave credits beyond the accumulation of ninety (90) days on the anniversary date of employment shall be paid each employee on the basis of one-half (1/2 day) the value of the excess credits when the employee's total first exceeds ninety (90). Thereafter, employees shall be paid as follows: On the anniversary date of employment, each employee shall be paid one-half (1/2) of the excess of the sick leave credits over ninety (90) but not more than six (6). The number of sick days the employee had taken between the last anniversary date and the present anniversary date shall be deducted from the twelve (12) credits earned for the year and the remaining added to the Employer's total. The difference between the last anniversary date total and the present anniversary date total shall be used in computing the amount of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid for and the other half added to the employee's total. This process shall continue until the employee has accumulated one hundred and twenty (120) days. Once the employee accumulates one hundred and twenty (120) days, the same process for payment shall continue except that the employee shall not accumulate sick leave credits over one hundred and twenty (120) days.

(c) Computation of Sick Leave Bank Monetary Value and Hours Balance. Upon ratification of this contract, the employee's sick leave balance will consist of two parts. The first part will be the number of hours. The second part will be the total monetary value of the bank. Any earned but unused sick time will be credited to the employee's bank at the employee's current wage during that anniversary year. Credited to the bank will be the specific number of hours accrued / unused and the lump sum dollar amount based on the employee's current wage. This process will repeat every anniversary year for the employee.

**\*\*Note:** The initial calculation of the employee's sick bank will be based off of actual payroll records of when sick leave was accrued and what the employee's wage was at the time of the accrual.

(d) Verification. All absences shall be subject to verification by the Employer.

(e) When Used. An employee may use sick leave with pay for absence necessitated by personal illness or injury incurred off the job or if the employee's presence is required at home in the event of illness or injury of members of the employee's family living in the employee's residence. Sick leave is paid at the employee's current hourly rate of pay (including longevity) until the monetary value of the account has been exhausted. Any sick leave hours remaining after the monetary value of the bank has been exhausted may be

used as unpaid sick leave. Use of unpaid sick leave in and of itself is not grounds for disciplinary action.

(f) Sick Leave Pay Out. The sick leave bank monetary amount accumulated by employees who leave the employment of the City either by choice or dismissal shall be canceled and no payment made. Employees eligible for retirement annuity or involuntary layoff or in the event of death while in service will receive the monetary lump sum of the sick bank accumulated by them from the City immediately upon involuntary layoff or in the event of death while in service will receive the sick bank monetary value accumulated by them from the City immediately upon involuntary layoff, retirement or death. The monetary value of the sick bank due an employee at the time of retirement may be taken out under any one of three (3) options; (a) the employee can receive a lump sum payment at the time of retirement; (b) the employee can continue to receive weekly pay checks until all accumulated money is exhausted (the City will continue to pay monthly insurance premiums during the period); or (c) the employee may elect to have the City retain the employee's sick leave bank after taxes are taken out and continue to pay the employee's hospitalization and surgical insurance premiums monthly until the employee's money in the sick leave bank is exhausted.

(f) Computation of Sick Leave Pay Out. The Sick Leave pay out amount is equal to the monetary value of the account as of the day of eligible separation.

### Section 3. Holidays.

(a) Holidays Granted. All employees, except those on a probationary period, shall earn the following holidays with pay, namely; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

(b) Personal Leave Days. Employees shall be allowed to take eight (8) hours of personal leave with pay in lieu of having off on the Friday before Easter, the day after Thanksgiving, the work day before Christmas Day, and the work day before New Year's Day.

In addition to subsection (a) and (b) above, employees shall be eligible for one personal leave day per calendar year with the actual day off to be with mutual agreement between the employee and the City. This personal leave day shall be prorated for employees hired during the calendar year.

(c) Observation of Holidays. When a holiday falls on a Saturday, the holiday shall be observed on Saturday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(d) Holiday Pay. If any employee is required to work on the above holidays noted in (a), the employee shall be compensated at the rate of two (2) times the employee's regular rate of pay. The double time pay shall be in excess of the pay granted for the holiday.

Where a holiday is observed on a day other than the actual holiday pursuant to (c) above, work performed on the actual holiday or the day on which the holiday is observed shall be entitled to pay in accordance with this subsection (d).

Section 4. Leave of Absence.

(a) Requests. Requests for leaves of absence of seven (7) days or less without pay may be granted by the Director of Public Infrastructure or his designee within their discretion. Requests for leaves of absence without pay in excess of seven (7) days may be granted at the discretion of the Director of Public Infrastructure or their designee and the Personnel Committee of the Common Council.

Where the Personnel Committee of the Common Council grants a leave of absence hereunder, and the employee to whom such leave is granted has unused sick leave and/or vacation days remaining which were accrued before the unpaid leave of absence began, the employee may utilize such accumulated sick leave and/or vacation days as needed during the unpaid leave of absence to be applied for the payment of the employee's health insurance premiums during the leave, provided that the employee would otherwise be qualified to use sick leave as specified in Section 2(d) of this Article on the day such sick leave or vacation is taken.

(b) Convention Leave. Leave to attend conventions, conferences, or special association meetings shall be considered a form of leave within the meaning of this article. Such leave may comprise up to 120 hours for any employee who has been designated by this origination.

(c) Military Leave. Employees who are members of the National Guard or Military Reserve shall be granted temporary leave for required tours of duty and shall receive during such absence the wage differential between the employee's regular pay and duty pay so that no loss of pay will be suffered as a result of such service.

(d) Jury Duty. Employees who are called for jury duty shall be granted temporary leave for such duty and shall receive during such absence the wage differential between the employee's regular pay and duty pay so that no loss of pay will be suffered as a result of such service.

(e) Light Duty. Employees who are recuperating from a duty-incurred injury may temporarily be assigned light duty work by the Employer, within this unit, notwithstanding the employee's inability to perform all essential job functions, for such period of time as the Employer determines alternative productive work is available. The employee shall, upon request, furnish the Employer with a physician's statement specifying the type of work which the employee may be assigned. Temporary work assignments hereunder shall be consistent with any work restrictions placed on the employee by the employee's physician.

(f) Records. Each department head shall keep a current sick leave and vacation leave file on each employee in his department.

ARTICLE 14  
INSURANCE

Section 1. Health Insurance.

(a) Health Plans. During the term of this collective bargaining agreement, the bargaining unit shall have the option to continue to participate in the Central States Health and Welfare Fund or elect to participate in the City's health plan. This option shall be exercisable only on a bargaining unit-wide basis; that is, either all employees will be participating in the City's health plan or all employees will be participating in the Central States Health and Welfare Fund. Unless the parties mutually agree otherwise, any decision by the bargaining unit to convert to the City's health plan must be conveyed to the City on or before December 1, of the last year of this contract and shall be effective January 1, of the following year.

(b) Premium Contribution. If the bargaining unit elects to participate in the City health plan, the Employer agrees to pay 87.5% of the insurance premium for employees having single plan coverage and 87.5% of the insurance premium for employees having family plan coverage. If the bargaining unit elects to participate in the Central States Health and Welfare Fund, the City's premium contribution will still be determined as if the bargaining unit was participating in the City's health plan. The parties recognize that the bargaining unit is presently participating in the Central States Health and Welfare Fund and that the Fund has a blended rate for both single and family participation. The City's maximum contribution toward this blended rate, while a blended rate is in effect, will be limited to the amount of what the City's contribution would be for family plan coverage under the City's health plan. Effective January 1, 2017, the City will contribute 87.5% of the full cost of the Central States, Southeast and Southwest Areas Health and Welfare Plan or the cost of the City's health plan, whichever is less. The City has no control over when employees become eligible for Central States.

The health insurance premium for part time employees hired after August 11, 1989 shall be prorated.

(c) Retirees. Retirees may continue health insurance coverage at their own expense. Employees who retire while the bargaining unit is participating in the Central States Health and Welfare Fund Plan shall not be permitted to participate in the City's health plan following retirement.

(d) Carrier. The Employer reserves the right to change the carrier of the City's health plan at any time, and to fund that plan through either a fully insured or fully or partially self-funded plan, provided benefits and claims service are substantially equal or better.

Employees who work less than 30 hours per week shall not be eligible to participate in Central States Health and Welfare plan.

Section 2. Life Insurance.

Employees may participate in the Wisconsin Retirement Fund life insurance plan which currently provides a benefit equal to the employee's salary for the previous year, as

determined by the Wisconsin Retirement Fund, rounded up to the next highest \$1,000. The parties agree to meet and confer should this life insurance ever become unavailable to the City of Manitowoc.

Section 3. Flexible Benefits Plan.

As long as permitted by §125 of the Internal Revenue Code, the Employer shall maintain a flexible benefits plan for members of the bargaining unit. All employees shall automatically be deemed to participate in the plan to the extent of any employee contribution to health insurance or dental insurance. There shall be no administrative expense to the employee for employees who elect only to qualify their contribution to health and dental insurance premiums or those employees who elect to set aside an additional \$300 or more for eligible §125 expenses in any calendar year. Employees who elect to set aside amounts in addition to their contribution to health and dental insurance premiums in an amount of less than \$300 in any calendar year shall be required to pay 50% of the administrative cost to the City of the employee's participation in such plan.

The City shall have authority to change the plan administrator to any substantially equivalent administrator which does not result in any additional administrative costs to any employee at the time of such change.

ARTICLE 15  
TERMINATION OF EMPLOYMENT

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

ARTICLE 16  
PENSION

Effective December 21<sup>st</sup>, 2016, the employee agrees to pay the full employee share of the WRS pension contribution.

ARTICLE 17  
CLOTHING ALLOWANCE

Section 1. Transit Drivers.

Transit drivers shall be provided with uniforms paid for by the City and maintained by the employees. The Employer shall supply Transit drivers with five shirts (part-time – three) and five pair of pants (part-time – three) per year and shall replace jackets as needed. Additional uniforms or uniform items may be purchased by the employees at their own expense. It shall be the employees' responsibility to keep the transit uniforms neat and clean during use.

ARTICLE 18  
FUNERAL ALLOWANCE

Effective December 20, 2004, employees shall be permitted to attend the funeral of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent or stepchild up to a maximum of three (3) days without loss of pay. If additional time is required to attend the funeral of any of these relatives, the employee may use sick leave for such purpose. Employees may use one day of sick leave to attend the funeral of an aunt or uncle.

ARTICLE 19  
MANAGEMENT RIGHTS

Except as provided herein, all rights, privileges and prerogatives previously exercised by the Employer are retained by the Employer.

ARTICLE 20  
STRIKES AND LOCKOUTS

Section 1. Strikes and Lockouts Prohibited.

There shall be no lockout on the part of the Employer and there shall be no strike, work stoppage or slowdown authorized, sanctioned, approved or engaged in by the Union against the Employer during the term of this Agreement.

Section 2. Liability.

It is further agreed that in all cases of unauthorized activity (i.e., strikes, work stoppages or slowdowns) the Union shall not be liable for damages resulting from such unauthorized acts of its members and shall undertake every reasonable means to induce employees to return to work.

ARTICLE 21  
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket lines at the Employer's places of business, however, this clause shall not apply to inter-departmental work stoppages.

ARTICLE 22  
SEPARABILITY AND SAVINGS

If any Article or Section of the contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any

Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set for, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this contract to the contrary.

ADDENDUM "A"  
UNIT CLASSIFICATIONS AND WAGES

The following wage table is effective for employees who were hired as of ratification of the 2017-2019 contract.

	1/1/16 base	1/1/2017 2%	1/1/2018 2%	1/1/2019 2%
Transit Rate	\$22.11	\$22.55	\$23.00	\$23.46
	\$20.39	\$20.80	\$21.21	\$21.64
	\$19.30	\$19.69	\$20.08	\$20.48
	\$18.45	\$18.81	\$19.19	\$19.58
	\$17.81	\$18.17	\$18.53	\$18.90
Transit Clerk Rate <sup>3</sup>	\$17.94	\$18.29	\$18.66	\$19.04

Each progression step is attained one year from the date of commencement of employment in that classification. Steps are automatic and will not be denied for arbitrary or capricious reasons.

A training stipend of \$1.00 per hour will be paid during the training period to the driver who is chosen by management to conduct training of newly hired employees.

The Transit pay levels for Commercial Driver's License have been rolled up into the salary as of 1/1/99.

From January 1, 1999 to the signing of the contract the rate set forth is reduced by 16¢ per hour since the second and third shift differential rollups are not effect until execution of this contract. (i.e. June 7, 1999)

On January 3, 2000, 2¢ premium pay was added to the wage rate for an earlier start time.

The **Clerk I** and **Clerk II** pay levels have the following benefits rolled up into the salary as of 1/1/99:

- Clothing Allowance

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<sup>3</sup> Current clerical employees are red-circled for wages and will receive the across the board percentages.



ARTICLE 23  
DURATION

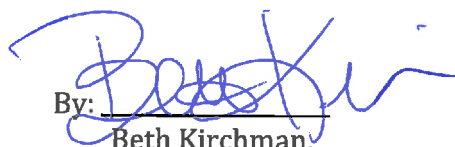
This Agreement shall become effective January 1, 2017 and shall remain in full force and effect through December 31, 2019 and shall be automatically renewed from year to year thereafter unless either party shall serve upon the other a written notice of desire to negotiate changes or additions to this Agreement not later than July 1st of each year, except as specified in the Addendum attached hereto.

In Witness Whereof, the parties hereto have executed this Agreement on the \_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MANITOWOC

LOCAL UNION NO. 662,  
affiliated with the  
International Brotherhood  
of Teamsters

By: \_\_\_\_\_  
Justin Nickels, Mayor

By:   
Beth Kirchman,  
Union Representative

Attest: \_\_\_\_\_  
Deborah Neuser,  
City Clerk/Deputy Treasurer