# AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY

INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 310

BUS MECHANICS

March 25, 2011 through December 31, 2013

(This terminates the 2009-11 Agreement
and is replaced by this Agreement)

# INDEX


AGREEMENT ..... 1

ARTICLE 1. RECOGNITION ..... 1

ARTICLE 2. MANAGEMENT RIGHTS ..... 2

ARTICLE 3. MEMBER RIGHTS ..... 2

ARTICLE 4. EMPLOYMENT STATUS ..... 2

ARTICLE 5. UNION COOPERATION ..... 3

ARTICLE 6. LEAVE OF ABSENCE ..... 3

ARTICLE 7. SENIORITY ..... 3

ARTICLE 8. GRIEVANCE PROCEDURE ..... 4

ARTICLE 9. DISCIPLINE AND DISCHARGE ..... 5

ARTICLE 10. JOB TRANSFERS ..... 5

ARTICLE 11. HOLIDAYS ..... 5

ARTICLE 12. VACATIONS ..... 5

ARTICLE 13. SICK LEAVE OR EMERGENCY LEAVE ..... 6

ARTICLE 14. WORKER'S COMPENSATION ..... 7

ARTICLE 15. FUNERAL LEAVE ..... 7

ARTICLE 16. HEALTH AND DENTAL INSURANCE ..... 8

ARTICLE 17. RETIREMENT CONTRIBUTION ..... 9

ARTICLE 18. WAGES AND RATES ..... 9

ARTICLE 19. HOURS OF WORK ..... 9

ARTICLE 20. CLOTHING ALLOWANCE ..... 10

ARTICLE 21. RESIDENCY ..... 11

ARTICLE 22. SEPARABILITY AND SAVINGS CLAUSE ..... 11

ARTICLE 23. DURATION OF AGREEMENT ..... 11

APPENDIX A. WAGES ..... 13

# AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local Union No. 310 of Operating Engineers (AFL-CIO), hereinafter referred to as the "Union".

## ARTICLE 1
## RECOGNITION

1.1 The City agrees to recognize representatives of the Union, as the exclusive bargaining agent for all issues specifically addressed in this Agreement for employees of the Bus Garage Department of the City through the level of Class A Mechanic.

1.2 Dues Deduction:

1.2.1 Membership in the Union is not compulsory. An employee may voluntarily join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.

1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.

1.2.3 Upon written authorization, by the employee that they have voluntarily joined the union and voluntarily request a payroll deduction for such dues, the City agrees to deduct the amount of dues certified by the Union and pay the amount deducted to the Union on or before the end of the month in which deduction is made. Payroll deduction of dues will begin with the pay period following receipt of the employee's written authorization, the City will not be responsible for retroactively deducting dues for any time prior to receipt of the written authorization.

1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.

## ARTICLE 2
## MANAGEMENT RIGHTS

2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City reserves the unilateral right to modify and change any past practices, memorandums of understanding, or policies that are not specifically modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.

2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.

2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.

## ARTICLE 3
## MEMBER RIGHTS

3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

## ARTICLE 4
## EMPLOYMENT STATUS

4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.

4.2 An employee who is physically and mentally able to work but fails to do so for 3 consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control will be considered to have voluntarily resigned from employment.

4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.

4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.

4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Bus mechanics will be subject to this policy.

## ARTICLE 5
## UNION COOPERATION

5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

## ARTICLE 6
## LEAVE OF ABSENCE

6.1 Leave of absence will be in accordance with the City's Personnel Policies and Procedures.

## ARTICLE 7
## SENIORITY

7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.

7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.

7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department, as long as the least senior employee does not possess special skills, knowledge and ability for the position.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

7.4 Probation: New employees will be considered probationary employees for the first 12 months of their employment. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.

7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.

## ARTICLE 8
## GRIEVANCE PROCEDURE

8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10 work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10 work days from the date the grievance was received.

8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10 work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10 work days, in writing.

8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10 work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 3 hearing officers provided by the WERC. The Union will strike the first name from the list and the City will strike the second name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

8.2.4 If either party is not satisfied with the decision of the impartial hearing officer, either party may file an appeal within 10 days of the decision to the Personnel Committee and the Committee will hear the grievance at a mutually agreeable time. The decision of the Personnel Committee will be subject to final action by the City Council. The grievance process will be completed when the City Council takes its action.

8.3 Employee Representation: An employee is entitled to a representative of his/her choice.

8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

## ARTICLE 9
## DISCIPLINE AND DISCHARGE

9.1 The City will not discharge or suspend any employee without just cause. Discharge or suspension will be in writing with a copy to the Union and to the employee affected.

## ARTICLE 10
## JOB TRANSFERS

10.1 Job transfers will be conducted in accordance with the City's Personnel Policies and Procedures and applicable Department procedures.

## ARTICLE 11
## HOLIDAYS

11.1 Beginning January 1, 2012, the following are recognized paid holidays:

- New Year's Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

## ARTICLE 12
## VACATIONS

12.1 Beginning January 1, 2012 in accordance with the following schedule, an eligible employee will accumulate vacation leave with pay to a maximum of 240 hours. Generally vacations will not be permitted during an employee's first 6 months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

| | |
|---|---|
| • Start through end of 5th year | 80 hours |
| • 6th through end of 10th year | 120 hours |
| • 11th through end of 15th year | 136 hours |
| • 16th through end of 20th year | 160 hours |
| • 21st year plus | 200 hours |

12.2 Vacation will be appropriately prorated for employees who work less than a calendar year.

12.3 An employee cannot carryover more than 240 hours of vacation at the end of the calendar year. Employees who have December vacations canceled due to emergency call-ins will be allowed to reschedule such vacation during the first 3 months of the following year or add it to their carryover balance provided that balance remains at or below 240 hours.

12.4 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.

12.5 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.

12.6 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80 hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.

12.7 Personal Leave: Beginning January 1, 2012, regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

12.8 For the remainder of 2011 the provisions pertaining to vacation accrual, number of personal days, and safety day will be consistent with the 2009-11 terminated agreement.

## ARTICLE 13
## SICK LEAVE OR EMERGENCY LEAVE

13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152 hours.

13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's

rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for under the State or Federal Family Medical Leave Acts.

13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, foster child or sibling who lives at home.

13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.

13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688 hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

Employees retiring prior to December 31, 2013 will have sick leave hours placed in their escrow account either in accordance with the provision in effect on March 1, 2011 or in accordance with section 13.5 above, whichever is more beneficial to the employee.

## ARTICLE 14
## WORKER'S COMPENSATION

14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

## ARTICLE 15
## FUNERAL LEAVE

15.1 Whenever a death occurs to a member of the immediate family of an employee, (includes spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent), the City will compensate the employee for any time lost from work during the next 3 succeeding work days following said death. An extension of the number of days allowed for funeral leave to a maximum of 5 days may be granted in

circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay. Employees will be entitled to compensation for 1 day to attend the funeral of the spouse's grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

## ARTICLE 16
## HEALTH AND DENTAL INSURANCE

16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.

16.2 Effective July 1, 2011 employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.

16.3 Effective July 1, 2011 employees will pay 12.5% and the City will pay 87.5% of the single or family premium for Humana dental insurance benefits.

16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.

16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

16.6 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in the amount of $30,000. Employees will have the option to purchase an additional $20,000 of life insurance for themselves. Additionally, life

insurance for spouse and dependent children will be made available as an option in the amounts of $20,000 for spouse and $10,000 for each dependent. Employees will pay all premium costs for the additional optional insurance through payroll deductions.

## ARTICLE 17
## RETIREMENT CONTRIBUTION

17.1 Effective July 1, 2011 or the date that administrative employees begin contributions, whichever is later, employees will be subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

## ARTICLE 18
## WAGES AND RATES

18.1 Attached hereto and marked Schedule A and Schedule B are schedules showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedules and the contents hereof will constitute a part of this Agreement.

18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.

18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.

## ARTICLE 19
## HOURS OF WORK

19.1 The City will establish the hours of work for employees in the bargaining unit.

19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40 hours per week. Approved paid time off will not count as hours worked for the purposes of determining eligibility for 1½ times pay.

19.3 Overtime hours are subject to prior supervisory approval.

19.4 Employees called in to work on a holiday will be eligible to receive double time pay. An employee regularly scheduled to work a holiday will not be eligible for the double time pay and will be paid at their regular rate of pay.

19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.

19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.

19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.

## ARTICLE 20
## CLOTHING ALLOWANCE

20.1 The City will pay the first $65 for approved leather work shoes and the first $95 for safety shoes required by the City. If it is the employee's preference, the City will reimburse the cost of resole or other repair to shoes instead. Receipts will be required for reimbursement. Employee may carryover one year's shoe allowance to combine with the next year's allowance to become a bi-annual amount. Any unused amount is lost.

20.2 The City will provide back supports as required for lifting.

20.3 The City shall provide the initial complement of clothing, which shall include:

- up to 12 shirts (long or short sleeve)
- up to 6 trousers
- 1 insulated coverall (for mechanics, fueler, janitor/groundskeeper)
- 1 jacket
- 1 winter parka
- 1 Sweater or vest (for Bus Cleaner & Parts Room Asst)

The City will provide an annual allowance of $35 effective January 1st of each year to each member for work-related clothing not covered by the above.

Clothing will be replaced by the City as needed. Clothing which has been replaced will be turned in to the City. No employee will wear any part of the uniform for any reason other than performing their duties as City employees. The City will outfit probationary employees as it deems necessary.

20.4 Where required by the City, employees will be provided with 1 pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glass will be in "regular frames" i.e. W.O.S.) City will replace or repair required safety glasses broken or damaged on the job. Other employees can participate at their own expense.

20.5 Each member of the bargaining unit will be offered a rental uniform. A supply of 2 weeks clothing and once a week laundry service will be provided. Uniforms will be provided to members as soon as the procurement process is completed.

20.6 The City will, upon submission of a receipt, pay the difference between a regular driver's license and a CDL (including required endorsements) where required by the City.

## ARTICLE 21
## RESIDENCY

21.1 Any time non-residency levels for the Union exceed 20%; the City may re-impose residency requirements on new hires until 80% residency level is achieved. Residency is defined as the City of Green Bay Corporate limits. This residency policy limitation would not apply to employees employed by the City on January 1, 2002.

## ARTICLE 22
## SEPARABILITY AND SAVINGS CLAUSE

22.1 If any Article or Section of this Agreement or of any Rider 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 to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

22.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

22.3 It is understood and agreed that if any Article or portion of this Agreement is in conflict with the Statutes of the State of Wisconsin governing municipalities, such Article or portion will be declared invalid and negotiations will be instituted to adjust such Article or portion.

## ARTICLE 23
## DURATION OF AGREEMENT

23.1 This Agreement will become effective as of March 25, 2011, and will remain in force and effect to and including December 31, 2013.

This Agreement was approved by both parties on March 24, 2011.

For the Union

Representative Thomas N. Rosenberg

Representative

City of Green Bay

Mayor

Human Resources Director

Attest:

City Clerk

## APPENDIX A - Wages

| Position | Base Rate | Beginning of 8th Year | Beginning of 12th Year | Beginning of 16th Year |
|---|---|---|---|---|
| **Class A Mechanic** | $ 22.81 | $ 22.96 | $ 23.08 | $ 23.16 |
| **Class B Mechanic** | $ 21.44 | $ 21.53 | $ 21.64 | $ 21.73 |
| **Fueler**<br>**Janitor/Groundskeeper**<br>**Parts Room Asst.** | $ 18.08 | $ 18.08 | $ 18.08 | $ 18.08 |
| **Bus Cleaner** | $ 14.44 | $ 14.44 | $ 14.44 | $ 14.44 |

a. In addition to the employee's regular wage rate, a shift premium will be paid for work performed in the job classification. The shift premium rates will be:

| | |
|---|---|
| Evening Shift | 25 cents per hour |
| Night Shift | 30 cents per hour |
| Day Shift | none |

b. The Day Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 7:00 a.m. and 3:00 p.m.

c. The Evening Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 3:00 p.m. and 11:00 p.m.

d. The Night Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 11:00 p.m. and 7:00 a.m.

e. Employees classified as shift workers will receive the added shift premium for the scheduled hours worked in the evening or night shift. Employees classified as day workers and who receive overtime pay for hours worked before, after, or outside of their regular day schedule, even though the hours fall into evening or night shifts as defined in paragraphs (b), (c), and (d) above, are not eligible for shift premium additives.

f. Shift workers who work overtime outside of their regularly scheduled shift will receive the applicable shift premium in addition to any applicable overtime premium pay on the base rate and shift premium rate.

g. Shift premium will be paid only for the time actually worked.