

CITY OF FOND DU LAC

And

**CITY OF FOND DU LAC EMPLOYEES
LOCAL 1366 - AFSCME, AFL-CIO**

January 1, 2020 to December 31, 2021

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AGREEMENT
Between
CITY OF FOND DU LAC
AND
CITY OF FOND DU LAC EMPLOYEES LOCAL 1366
AFSCME, AFL-CIO

THIS AGREEMENT is entered into to be effective January 1, 2020 by and between the City of Fond du Lac, Wisconsin, hereinafter referred to as "City" and the Fond du Lac City Employees Union, Local 1366, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, in order to increase general efficiency, to maintain existing harmonious relationship between the City 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 to all grievances and disputes which may arise:

We, the contracting parties, have arrived at this Agreement governing working conditions for Transit, employees, and that this Agreement shall supersede all previous ordinances or agreements referring to these groups, and therefore we set forth the following as our will and Agreement:

ARTICLE I.
RECOGNITION

Section 1 - The City recognizes Local 1366, AFSCME, AFL-CIO, as the exclusive bargaining representative in the bargaining unit consisting of all permanent full-time and permanent part-time employees in the City of Fond du Lac Transit Division, excluding elected and appointed officials, department heads, professional employees, confidential employees, and supervisors as defined in the Act, on all matters concerning wages, hours and other conditions of employment in keeping with Section 111.70, Wisconsin Statutes.

ARTICLE II. COOPERATION

Section 1 - The City and the Union agree they will cooperate in every way possible to promote harmony and efficiency among all employees. The City agrees to maintain specified amenities of work (coffee breaks) not specifically referred to in this Agreement.

Section 2 - The mission of Fond du Lac City government is to provide and promote a high quality of life, business success, and safety to residents, visitors, and future generations as an excellent place to work, play, and raise a family. In carrying out this mission, Fond du Lac is a public service organization continually under the scrutiny of the public.

Section 3 - The City expects its employees, when dealing with the public during the course of their employment, to respond to the public as the situation would dictate in a manner which will uphold the public image and tradition of the City. Through this cooperative and collaborative relationship by all employees, the public image and tradition of the City in providing quality services will continue to be achieved.

ARTICLE III. PROBATIONARY PERIOD - EMPLOYMENT STATUS

Section 1 - All newly hired employees shall be considered probationary for the first six (6) months of their employment. The probationary employee may be terminated without recourse to the grievance procedure. The probationary period may be extended up to two (2) months upon notification of such to the employee and the Union prior to the end of the initial probationary period. Absences occurring during the probationary period will automatically extend the probationary period by the number of workdays and intervening weekends or equivalent days missed. Continued employment beyond the probationary period shall be evidence of satisfactory completion of probation. Eligibility for the Wisconsin Retirement System shall be in accordance with Wisconsin statutory provisions. An employee shall be eligible for sick leave and differential pay for Worker's Compensation upon the completion of two (2) months of service.

Section 2 - A permanent full-time employee shall be defined as one fulfilling a permanent position and working an average of forty (40) hours.

Section 3 - A permanent part-time employee shall be defined as one fulfilling a permanent position but working less than an average of forty (40) hours per week in the Transit Division (based on the Master Bid Schedule). Permanent part-time employees shall accumulate vacation, sick leave, and holidays for the year based upon the average daily hours worked the preceding year. Average daily hours worked shall be computed by dividing the total annual hours worked as reported to WRS the preceding year by the number of hours a full-time employee would have worked the preceding year. That calculation shall then be multiplied by a full-time employee's regular daily work hours.

Section 4 - A temporary/seasonal employee is one who is hired for a specific time or for a specific project (not to exceed 4 months). A temporary/seasonal employee will be separated from the payroll at the end of such period or project. The intent of this section is to permit the use of temporary/seasonal employees during periods of increased work, but temporary/seasonal employees, after completing their employment, will not be replaced until the next season or project. The City shall inform the Union of the status at time of hire of all temporary/seasonal employees and shall indicate to the Union when such employees have been removed from the payroll. Temporary/seasonal employees, of less than six (6) months duration, are not subject to the terms and conditions of this Agreement; however, temporary/seasonal employees will not be utilized to displace regular employees but rather to augment the work forces.

Section 5 - Personnel records indicating the status of the employee shall be completed at the time of employment and a copy of the PERSONNEL ACTION FORM, indicating such status, shall be provided the employee along with a copy to the President of Local 1366. Any future changes of employee status such as change of classification, promotion, etc., shall be treated in a similar manner.

ARTICLE IV. WORKDAY AND WORKWEEK

Section 1 - The work schedule for employees of the Transit Division will be by mutual Agreement providing for a normal workweek of approximately forty (40) hours with the assignment of hours distributed as equally as possible among the employees. When it is necessary to change the regular work schedules, notice shall be given one week prior to the

effective date of the change. The regular work schedule shall consist of five (5) workdays falling within Monday through Saturday of any given week.

**ARTICLE V.
WAGES**

Section 1 - The wages and work rules shall be as set forth in the Appendices and shall be effective as of January 1, 2020, unless otherwise specified herein, and said Appendices shall be a part of this Agreement.

Section 2 - In the creation of a new position or reclassification of an existing position, the City shall determine the duties and responsibilities of said position and will notify the Union of the position and the Union will be given the opportunity to discuss the appropriateness of the reclassification and wage rate of the position concerned. Further, should responsibilities and duties of existing positions change, it is agreed that the parties will discuss the appropriateness of the wages for said position.

Section 3 - All new employees shall begin at the hiring rate listed in the Appendix for their respective job class unless a higher starting rate is agreed to by the City and the Union. Progression through the salary steps shall be based upon satisfactory completion of the required length of service.

**ARTICLE VI.
PAY PERIOD**

Section 1 - Employees shall be paid by direct deposit every other Friday morning.

Section 2 - If a payday falls on a legal banking holiday, the payday shall be the workday prior to the holiday.

**ARTICLE VII.
CALL-IN PAY**

Section 1 - Employees who shall be called into work at other than their regularly scheduled starting time shall be entitled to at least two (2) hours work or pay at the overtime rate applicable. If an employee is called in less than two (2) hours prior to his normal starting time,

he shall be paid for two (2) hours at the applicable overtime rate and then allowed to complete the regular scheduled hours of the date of the call-in.

Section 2 - Section 1 of this Article shall not apply to employees in part-time positions in the Transit Division.

ARTICLE VIII. OVERTIME AND HOLIDAY PAY

Section 1 - Hours worked outside of the regular work schedule (presently 5:45 a.m. to 6:45 p.m.) shall be paid at the rate of time and one-half. Said schedule may be subject to change including changes mandated by the City Council or required for other business reasons.

The City agrees to compensate Transit Division employees at time and one-half for all hours paid in excess of forty (40) hours in a workweek. Hours paid shall be exclusive of holiday pay on scheduled days off. In instances when an employee uses vacation, sick leave, or other paid leave in full week increments and his normal work schedule exceeds forty (40) hours in a week, the employee will be paid for all hours scheduled off at a straight time rate. The employee's leave banks will be debited in accordance with actual hours scheduled off.

Compensation of overtime shall be paid at time and one half in cash or compensatory time, as the employee may choose; however, no compensatory time in excess of forty (40) hours may be carried on the books beyond December 1 of each year. Hours in excess of forty (40) as of that date will be paid to each employee in cash, along with pay for hours under forty (40), if requested by December 1. Use of compensatory time shall be subject to authorization by the employee's immediate supervisor and/or department head. Employees may use an annual total of twenty (20) hours of compensatory time in lieu of sick leave for absences in increments of four (4) hours or less. Abuse of this privilege, like abuses of sick leave, will subject the employee to disciplinary procedures.

Section 2 - Transit Division employees shall be compensated at one and one-half times the employee's regular rate of pay for work performed on the employee's regular days off.

Section 3 - Time worked on a holiday shall be compensated for at twice the employee's regular rate of pay in addition to the holiday pay. For the Transit Division, full-time employees shall receive pay for their regularly scheduled hours per the master bid schedule for each full

holiday and pay for one-half their regularly scheduled hours per the master bid schedule for each partial holiday.

Section 4 - With respect to the employees in the Transit Division, overtime work scheduled on regular days off shall be for a minimum of two (2) hours. However, this section shall not apply if management was unaware, prior to the termination of the employee's regularly scheduled shift in the preceding work day, of a need to call in the employee on the employee's regular day off and, under said circumstances, Article VII, Section 1, shall apply.

Section 5 - Transit Division Overtime Procedure Within Regular System Hours
(Non-Emergency):

Additional manpower needs of the Transit System which occur during regular System operating hours specified in Section 1 of this Article shall be satisfied by proceeding through the following steps, in the order specified, until the manpower needs of the Transit System are satisfied:

- A. Part-time employees who are scheduled "Free" during the period covering the manpower need will be assigned hours provided that the assignment of hours will not cause the part-time employee to significantly exceed forty (40) hours of work in a particular workweek.
- B. Full-time employees who are on a regular work day, available and who have signed the Extra Board Posting shall be offered the additional hours.
- C. Full-time employees on a day off who have signed the Extra Board Posting will be offered the additional hours.
- D. Full-time employees on a regular work day, available and who have not signed the Extra Board Posting shall be offered the additional hours.
- E. Full-time employees on a day off who have not signed the Extra Board Posting shall be offered the additional hours.
- F. Part-time employees on a day off who have signed the Extra Board Posting shall be offered the additional hours.
- G. Employees of the Transit Division who are on layoff status shall be offered the additional hours.
- H. Temporary employees within the Transit Division.

I. City employees from outside the Transit Division.

Section 6 - Transit Division Procedures Outside of Regular System Hours (Non-Emergency):

A. Additional manpower needs of the Transit System which occur outside of the regular System operating hours specified in Section 1 of this Article shall be satisfied by proceeding through the following steps, in the order specified, until the manpower needs of the Transit System are satisfied:

1. Full-time employees who have signed the Extra Board Posting shall be offered the additional hours.
2. Part-time employees who have signed the Extra Board Posting shall be offered the additional hours.
3. Temporary employees within the Transit Division
4. Offered to employee outside the Transit Division.

ARTICLE IX. DIFFERENTIAL PAY

Section 1 - Any employee whose work shift falls within the hours of 7 p.m. to 5 a.m. shall receive an additional twenty-five (25) cents per hour for those hours worked between 7 p.m. and 5 a.m. Any employee receiving time and one-half or more, except employees regularly scheduled (e.g. Bus Drivers) shall not receive the shift premium differential.

Section 2 - Work Out of Class Employees will not be forced to work out of classification. Whenever an employee voluntarily works out of class which is at a higher rated job for three (3) consecutive hours or more, he or she shall receive the higher rate of pay for those hours worked in the higher rated job. Such higher base rate will be the wage step in the wage scale for the higher rated job which is commensurate with the employee's years of service with the City (i.e., if the employee is at the eighteen (18) month wage rate in his/her regular position, he/she would receive the eighteen (18) month rate for work performed in the higher classification).

Section 3 - Acting Supervisor (Crew Leader Pay) - Whenever an employee supervises a crew on a temporary basis for three (3) consecutive hours or more, the City shall pay that employee an additional one dollar per hour. The one dollar per hour differential will also be paid

to an employee who is designated by his supervisor to act as an acting supervisor of a function. In this case, the differential shall be paid for all hours the individual is designated as the acting supervisor. This section shall also apply to any employee who is state certified as a 3rd party tester for all hours when actively training staff.

Section 4 - Worker's Compensation - An employee who is absent due to injury or illness caused while in the performance of their duties shall receive 100% of their gross pay from the City for absences of three days or less. For absences of three days or more, the employee shall receive an amount from the City for the first three days of absence sufficient to provide them with 100% of their gross pay when combined with Worker's Compensation. Thereafter, but not for a period to exceed six months, the employee shall receive from the City income continuation equal to 90% of their normally scheduled wages. If an employee's injury or illness for which they are receiving Worker's Compensation continues for more than six (6) months, they may, at their discretion, use accrued sick and other accrued leave in proportion to the amount necessary for them to receive up to 100% of gross pay.

Section 5 - Jury Duty - An employee subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the rate for jury duty provided that he reports back to work as soon as excused from jury duty and that the employee provides the City with a copy of the jury duty check or a certificate of jury duty service available from the Clerk of Courts.

Section 6 - Witness Service - An employee subpoenaed as a witness as a result of his employment for the City shall be paid the difference between his regular rate of pay and the witness pay provided he reports back to work as soon as he is excused from witness service.

Section 7 - Military Reserve - An employee who is a member of the National Guard or United States military reserve unit and who may be called upon for reserve training or is called upon to serve due to an emergency caused by nature (floods, tornadoes, etc.) or civil disobedience shall be granted temporary leave and shall be paid the differential between his military reserve pay (not to exceed ten (10) work days for any one call-up) and his regular weekly earnings of forty (40) hours. An employee who is deputy or deputized to serve in a law enforcement department shall be paid the difference between his regular pay and pay received while serving as a deputy.

Section 8 – Paid Administrative Leave. Employees involved in an accident with a transit bus may request paid administrative leave in the event the accident results in any of the following:

1. An individual involved dies;
2. An individual involved suffers bodily injury and immediately receives medical treatment away from the scene of the accident;
3. A vehicle (including non-transit vehicles) incurs disabling damage as a result of the accident and is towed away from the scene; or
4. The Transit vehicle is removed from operation.

The duration of leave shall be determined by the City based on relevant factors including, but not limited to, the severity of the accident, driver medical conditions, and department need. Leave under this section shall not exceed five (5) work days.

Section 9 – Uniform Tax Payment. Under existing Transit Work Rules, employees are issued uniforms that they must wear while on duty. The City will pay the amount of funds necessary to cover the income taxes that an employee incurs due to the provisions of such uniforms. The tax is currently required under IRS Section 1.62-2(c)(1). Payments will begin in 2020. For uniforms ordered/received from January through June, the payment will be added to a payroll in July and for uniforms ordered/received from July through December, the payment will be added to a payroll in December.

ARTICLE X. WISCONSIN RETIREMENT SYSTEM

Section 1 - The City and employee shall each contribute 50% of the actuarially required contribution to WRS as determined by the Employee Trust Funds.

ARTICLE XI. VACATIONS

Section 1 – All permanent full-time employees shall be entitled to vacation leave with pay at their regular rate of pay on January 1 of the year in which they reach their employment anniversary date. The amount of vacation allowed will be according to the following schedule:

| | |
|----------------------------------|-----------|
| One (1) year of service | 80 hours |
| Eight (8) years of service | 120 hours |
| Fifteen (15) years of service | 160 hours |
| Twenty (20) years of service | 168 hours |
| Twenty-one (21) years of service | 176 hours |
| Twenty-two (22) years of service | 200 hours |

Section 2 – Vacation credits will be accumulated on a pro rata basis for the first partial year of service (that period between the date of hire and December 31st of that year).

Section 3 - Vacation and Floating Holidays shall be selected in three rounds by seniority in the month of November of the previous year. Employees can make their selections in each round or choose to float vacation days and floating holidays. For purposes of this Article, a “block” is any number or combination of vacation days or floating holidays occurring during a calendar week (Sunday –Saturday).

Round 1

By seniority, employees may select up to but not more than three (3) blocks. Selections must be made in blocks.

Round 2

By seniority, employees may select up to but not more than three (3) blocks. Selections must be made in blocks.

Round 3

By seniority, employees may select individual days which are available.

All remaining or floating vacation days and/or floating holidays may be selected on days where staffing levels permit and will be granted if the staffing level has not been met on a first come-first serve basis.

Partial days may be granted at the discretion of the Employer. The decision to allow employees to use vacation in less than one day increments shall not be grievable under the grievance procedure contained in Article XXI.

Section 4 - On separation from the City service, an employee shall be paid for all vacation due him/her in proportion to the time worked from his/her eligibility date.

Section 5 - Employees entitled to three weeks or more of vacation will be allowed to carry one week vacation into the following vacation year. All other vacation must be taken within the twelve (12) months immediately following the employment anniversary date in which the vacation was earned unless written authorization on a Personnel Action Form extending this period is obtained from the department head and the City Manager. The vacation carryover shall be scheduled after all other employees have selected their initial picks, as described in Section 3 of this Article.

Section 6 - An employee shall be allowed to reschedule his vacation if said vacation falls within the period that the employee was receiving worker's compensation payments resulting from an injury or illness caused while in the performance of his duties.

ARTICLE XII. HOLIDAYS

Section 1 - All permanent and probationary employees shall receive their regular pay for each of the contract holidays not worked as specified in the Holiday Table. Others may be added as the City Council by resolution may fix.

Section 2 - Each full holiday is indicated in the table as (1). Multiples and fractions in the table indicate multiples and fractions of one (1) full workday.

Section 3 - Floating holidays indicated in the table are other workdays in the year that may be used as holidays at the choice of the employee provided that he shall request the utilization of such a day from his division supervisor a minimum of three (3) working days prior to the day he desires to take it. Such authorization by the division head shall be subject to the staffing needs of the department. Transit Division employees may request to use the floating holiday hours listed in the table in increments corresponding to an employee's scheduled hours or portion of those scheduled hours related to a split shift.

Section 4 - All permanent and probationary employees who are required to work on a contract holiday, except those employees regularly scheduled, shall receive a rate two (2) times their regular rate of pay for all hours worked in addition to the holiday pay. (See Article VIII, Section 4).

Section 5 - As a condition for payment of holiday pay, every employee shall report for work the scheduled workday before and after the defined holidays unless such employee is on an excused absence or in cases of proven illness reported to the division or department head.

Section 6 - Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays listed in the table below which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, the holidays will be observed on the date listed in the table.

Section 7 – Holidays will be observed by Transit employees on the same date as all other Department of Public Works employees. When the one half (1/2) day Holidays, the Day before Christmas and the Day before New Year's fall on a Friday, they shall be converted to a floater. When the one half (1/2) day Holidays, the Day before Christmas and the Day before New Year's fall on a Sunday, they shall be converted to a floater.

ARTICLE XIII. SICK LEAVE

Section 1 - All permanent and probationary employees shall accumulate sick leave with pay at the rate of one working day for each month of service (8 hours per month for employees). Unused sick leave credits shall accumulate to a maximum of one hundred twenty (120) working days at the above rate (the maximum accumulation for employees shall be 960 hours).

Section 2 - For purposes of determining sick leave accumulations, leave of absence without pay shall not be considered service. Probationary employees shall not be eligible for accumulated sick leave with pay for the first two (2) months of employment.

Section 3 - An employee may use sick leave with pay for absence necessitated by injury or illness, or exposure to contagious disease. In the event an employee's wife, children or other members of his family living in the employee's residence should be exposed to contagious disease or should the employee's presence be required at home in the event of illness of members of the above household, such employee may use his accumulated sick leave credits.

Section 4 - In order to qualify for sick leave payment, an employee must:

- A. Report the absence prior to the start of the workday to the division head or his or her designee. Voicemail messages left for the division head are not acceptable for reporting absences.
- B. Keep the division head informed of the conditions if the absence is of more than three (3) working days.
- C. 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 the sickness or injury and whether the employee has been incapacitated for such period of absence.
- D. Apply for such leave according to the procedure established by the City.

Sick leave should be regarded by all supervisors and employees as a valuable fringe benefit to be used for the purpose it is intended.

Section 5 - Records of sick leave will be maintained by the employing division or department and by the personnel office.

Section 6 - Department heads will arrange for the medical examination of any employee with doubtful health qualifications. Medical examinations by a physician of the City's choosing may be required after prolonged, serious, or repetitious illness, major surgery, or injury not incurred on the job. Return to duty after prolonged sick leave and medical examination depends on the decision of the appointing authority, based upon advice of the department head, medical information supplied by the employee's physician and a physician of the City's choosing. If the two physicians concerned are unable to agree on the employee's condition, a third physician shall be chosen by them. The parties shall each pay the cost of their own physician and share equally in the cost of the third physician.

ARTICLE XIV. FUNERAL LEAVE

Each employee shall be allowed three (3) days off with pay in the event of the death of such employee's mother, father, son, daughter, wife or husband, brother or sister, mother-in-law, father-in-law, brother-in-law or sister-in-law, step children, step parents, legal guardian, grandparents, and grandchildren. Each employee shall be allowed one day off with pay in the

event of the death of the employees' aunt or uncle. The intent of such leave shall be for attendance at the funeral or for other related arrangements.

**ARTICLE XV.
MILITARY LEAVE**

Section 1 - Leave of absences without pay shall be automatically granted all employees who are called or volunteer for military service, upon presentation of proper orders, provided that application for re-employment is made within ninety (90) days of discharge in accordance with the provisions of Wisconsin State Statutes 45.50.

Section 2 - Temporary Military Leave - Employees who are members of the National Guard or United States Military reserve unit shall be granted temporary military leave per provisions of Article IX, Section 7.

**ARTICLE XVI.
PERSONAL LEAVE OF ABSENCE WITHOUT PAY**

Section 1 - Request for leave of absence without pay for justifiable reasons will be granted up to thirty (30) calendar days by the City Manager (except that no employee shall be granted such leave to seek other employment). Any such leave of three (3) or less days duration may be approved by the department head. All leaves of absence under this subsection must be applied for in conformance with the rules and procedures established by the City and is subject to staffing requirements at the time of the request and leave. Leave to attend conventions, conferences and special association meetings shall be considered one form of leave within the meaning of this subsection. Such leave may comprise up to fifteen (15) workdays per year for an employee who has been designated by his organization.

**ARTICLE XVII.
PERSONAL LEAVE OF ABSENCE WITHOUT PAY FOR ILLNESS**

Section 1 - Leave of absence without pay for illness will be granted by the City Manager to any employee who requests such leave after having used all available sick leave and vacation leave and who has satisfactory proof of his illness. Such leave shall be without pay and for a maximum of sixty (60) calendar days in any twelve (12) consecutive months. An extension of

the leave without pay will be approved by the City Manager for a maximum of sixty (60) days if the employee's physician confirms that the employee will be able to return to work within the sixty (60) day period. A maximum of one hundred twenty (120) calendar days of leave without pay for illness may be granted within a twelve (12) month period. During the initial sixty (60) day leave without pay for illness, the City shall continue to pay the Health and Life Insurance premiums normally paid by the City. Any additional amounts not covered by this Agreement and any premiums after the initial sixty (60) day period shall be paid by the employee while he is on leave without pay status. If the employee is able to return to work within the one hundred twenty (120) days without pay for illness, he shall be returned to his former job with continuous seniority rights. However, no sick leave or vacation leave will have accrued during the period of leave without pay.

If upon the termination of the leave without pay for illness, the employee is not able to return to his job, he shall be considered an inactive employee for a period of two (2) years commencing from the first day of his leave without pay status. In this inactive employee status, the employee will receive no benefits but will be eligible to continue as a group participant in the health insurance plan provided that he pays the required monthly premiums to the City. If an inactive employee is physically able, according to the procedures stated in Article XIII, Section 6, to return to work within the two (2) year period from the date he started his leave without pay, he may exercise his seniority and bump the most junior employee provided he is qualified to perform the duties of the position to which he bumps. In the event an inactive employee does not have sufficient seniority to bump the most junior employee, or is not qualified to perform the job of the most junior employee, he will have the right to sign any job posting within the bargaining unit and will be given preference for any entry level or temporary position for which he is qualified during his leave up to a maximum of two (2) years from the start of his leave without pay. An employee's seniority will be frozen as of the date he begins his leave without pay unless the employee returns to work within the one hundred twenty (120) days, in which event his seniority will continue uninterrupted.

ARTICLE XVIII. INSURANCE

Section 1 - The City shall provide a comprehensive group health plan. The benefits shall be available and paid as outlined in the underlying plan document.

Each employee who is an eligible employee and such employee's eligible dependents may become effective for coverage as follows:

- A. **Employees hired prior to the 15th of the month:** on the first day of the month following date of hire; or
- B. **Employees hired after the 15th of the month:** on the first day of the second month following the month in which hired.
- C. **Long-term seasonal employees hired to permanent positions:** on the first day of the month following date of hire.

Written application to elect coverage under the Plan must be made no later than 31 days after the effective date of coverage. If coverage under the Plan is elected after the time period specified above, the employee may, in certain instances, be eligible to enroll for coverage under the Plan as specified in the Special Enrollment Provisions and Miscellaneous Enrollment Provisions of the Plan.

Section 1 - Effective January 1, 2020, the employees shall contribute 20% of the health insurance premium. Upon verification by the City that employees have participated in a Health Risk Assessment (HRA), employees shall contribute the following percentages of the health insurance premium in the corresponding year: 12% for 2020 and 14% for 2021.

Section 2 – For employees who elect single coverage and participate in the HRA, the premium contribution described above shall not exceed \$90 per month for 2020 and \$115 per month for 2021. For employees who elect single coverage and do not participate in the HRA, the premium contribution described above shall not exceed \$150 per month for 2020 and \$165 per month for 2021. For employees who elect family coverage and participate in the HRA, the premium contribution described above shall not exceed \$235 per month for 2020 and \$300 per month for 2021. For employees who elect family coverage and do not participate in the HRA, the premium contribution described above shall not exceed \$394 per month for 2020 and \$425 per month for 2021.

Section 3 - For all employees occupying permanent part-time positions, the City agrees to pay 100% of the employer's contribution for single health insurance coverage as long as the average annual scheduled hours are less than 1,560. Family coverage will be available if the employee pays the difference between the single and family coverage through payroll deduction. If the employee actually works at least 1,560 hours, the City agrees to pay up to 100% of the employer's contribution for single or family coverage, based on the employee's annually elected coverage, the following calendar year and each year thereafter while the employee remains employed in the Transit Division.

Section 4 – Transplant Benefits – This Plan provides benefits for human organ and tissue transplantation administered by Fairmont Specialty through United States Fire Insurance Company, 5 Christopher Way, Eatontown, NJ 07724. Benefits under this plan are fully explained in the Organ Transplant Certificate of Insurance. Human organ or tissue transplant services for eligible employees are covered under this separate policy, according to its terms and conditions. Transplant claims will be paid by Fairmont Specialty through United States Fire insurance Company as described in the insurance policy.

Section 5 - The City shall pay \$15,000 into a Retiree Health Savings Account to each employee employed as of January 1, 2017 that may be used for qualifying medical expenses authorized by state and federal law during the employee's retirement.

Section 6 - The City shall provide the same insurance plan design as offered to all non-protective City employees during the term of this agreement.

Section 7 - The City shall continue to provide the same type of group life insurance program as has been provided in the past with identical coverage and benefits. This program will be made available to all employees. The City shall continue to pay the full premium cost for all employees.

ARTICLE XIX. PROMOTION AND SENIORITY

Section 1 - It shall be the policy of the City to recognize seniority. Seniority shall date from the date of initial employment in a bargaining unit position. Seniority shall be adjusted in accordance with the provisions of this Agreement.

Section 2 - Seniority shall apply in promotions, demotions, transfers, layoffs, recall from layoffs, filling vacant positions and shift selection, provided, however, that the qualifications of the employee shall be taken into consideration.

Section 3 - The seniority roster shall appear on the schedule that is distributed to employees and an employee's date of hire will be listed on all Master Bid schedules.

Section 4 - An employee shall lose his seniority rights for the following reasons:

- A. If he or she quits.
- B. If he or she has been discharged for just cause.
- C. If he or she fails to report for work after being recalled as hereinafter provided for.
- D. If an employee who is able to work fails to do so for four (4) consecutive days without legitimate reasons.
- E. If an employee leaves a bargaining unit position except as provided in Section 5 (H) of this Article.

Section 5 - Promotions, Transfers, Voluntary Demotions

- A. All vacancies for positions represented by the Union that occur as a result of retirement, resignation, new positions or for whatever reason, shall be posted on bulletin boards in all divisions for at least five (5) working days before the vacancy is filled. The posting shall state the job requirements, qualifications required and pay rate for the position.
- B. Any employee not serving an initial probationary period will be eligible to sign the job posting and be given consideration for the position.
- C. In filling vacant positions, any permanent employee or any permanent employee who has been bumped in accordance with the provisions of Section 6 of this Article within the two (2) years prior to the date of the initial posting of the vacancy who signs the posting will be given first consideration for the job. If no permanent employee within the division or no permanent employee who has been bumped from the division as defined immediately above signs or qualifies for the position, permanent employees outside of the division shall be considered for the position. In considering the seniority of signers, seniority shall date from the date of initial employment in a permanent bargaining unit position. If no permanent

employee signs or qualifies, seasonal employees who have signed will be given consideration based upon seniority.

- D. In filling vacant positions, the City shall consider the employee's past job performance, length of service, previous training and experience. The most senior employee who meets the qualifications of the position or who through past experience has shown that he can meet those qualifications within the sixty (60) day probationary period shall be selected for the position opening.
- E. All employees changing positions through job postings shall move to the salary step in the new pay grade which represents at least a three percent (3%) increase over their current salary. In no instance, however, shall the employee's salary in the new position exceed the maximum for the pay grade of the new position. The employee shall then progress through the salary range for the new position in the manner as set forth in the Appendix and in Article V.
- F. In the case in which an employee posts to a lower paid position, the employee shall move to the step in the salary grade for the new position which most closely approximates his current salary. If that salary step is lower than the maximum of that salary range, the employee will move through the salary range for the new position in the manner prescribed in the Appendix and in Article V. In no instance will the employee be paid at a wage rate higher than the one set forth for the position he posts to. The provisions set forth in this section shall also be applied to employees who bump into other positions in the bargaining unit due to reductions in force.
- G. All employees changing positions through job postings shall be required to serve a sixty (60) day probationary period. This period may be extended by an additional sixty (60) days by mutual Agreement between the City and the Union. In order for a request by the City to extend the employee's probationary period to be considered valid, or for a determination that employee has failed said probation to be considered valid, it must be preceded by at least two (2) written performance evaluations in the first fifty (50) days of the probationary period accompanied by a discussion with the employee about any deficiencies in their performance.

Requests to extend probation shall be submitted to the Union President no less than eight (8) days prior to the end of the probationary period. The Union shall respond to the HR Director no later than two (2) days prior to the end of the probationary period. If the Union does not respond as provided for herein, the extension request shall be deemed denied. Absences occurring during the probationary period will automatically extend the probationary period by the number of work days and intervening weekends or equivalent days missed. In the event the employee does not successfully complete the probationary period, the City shall restore the employee to his former or similar position at his former rate of pay without loss of seniority. During the first sixty (60) calendar days of the probationary period, the employee may request to be restored to his former or similar position at his former rate of pay without loss of seniority. In such a case, the original posting shall be reconsidered to identify the next most senior employee who meets the qualifications for this position.

- H. The City can restore an employee promoted to a position outside of the bargaining unit to his former or similar position at his former rate of pay without loss of seniority for a period of ninety (90) calendar days after the effective date of his promotion.
- I. If there is a question concerning application of seniority and qualifications, the matter may be submitted to the grievance procedure.
- J. The City agrees, within five (5) working days of the selection of an employee, to notify in writing the other applicants of the selection.

Section 6 - Layoff and Recall

- A. In all matters involving layoff or recall of forces, seniority as defined in Section 1 of this Article shall be given primary consideration. Skill and ability shall be taken into consideration only where they substantially outweigh consideration of length of service or where the employee who might be retained or laid off because of length of continuous service is unable to do the required work.
- B. In the event of a layoff, seniority shall apply. The exercise of the aforementioned seniority is contingent upon the employee being qualified to perform the work of

the classification to which he is seeking to bump. Temporary and then permanent part-time employees shall be laid off before any permanent full-time employees are laid off. Any permanent full-time employee may fill a permanent part-time position within the affected department if such a position exists, and his seniority will continue to accrue and the employee may exercise his seniority in bidding for any permanent full-time position. The provision contained in this Article, Section 5-D shall apply to this section.

- C. An employee's seniority date shall not be affected while in layoff status for one hundred twenty (120) calendar days. If he is laid off for more than one hundred twenty (120) calendar days, his seniority date will be frozen at the end of the one hundred twenty (120) days. An employee in layoff status may exercise his seniority for a two (2) year period from the date of layoff and may exercise his seniority rights in the same manner as an employee who is working.
- D. The City shall identify temporary/seasonal positions and offer those positions to laid off permanent employees subject to the individual being qualified, as determined by the City, to perform the required work. Permanent employees on layoff status selected to fill temporary/seasonal positions shall receive the following:
 - 1. An hourly wage rate equal to the minimum base rate for the bargaining unit classification normally performing the type of work performed by the temporary/seasonal position as determined by the City. Employees on record as of December 31, 1987, shall receive the twenty-four (24) month rate for the bargaining unit classification normally performing the type of work performed by the temporary/seasonal position as determined by the City.
 - 2. City paid health insurance in accordance with provision of Article XVIII.
 - 3. Time and one-half the hourly base rate shall be paid for all hours worked in excess of forty (40) hours per week.

4. Wisconsin Retirement System (WRS) coverage in accordance with the provisions of Article X if the temporary/seasonal position qualifies for such coverage in accordance with WRS rules.
- E. Permanent full-time employees on layoff status shall be offered temporary/seasonal positions that exist before those positions are offered to permanent part-time employees on layoff status. Temporary/seasonal positions shall be offered to employees in order of highest seniority first.
- F. If a laid off employee chooses to take a temporary/seasonal position with the City, his seniority will continue to accrue and the employee may exercise his seniority in bidding for any permanent position. Work as a temporary/seasonal employee shall not extend the two (2) year period granted in Section 6, paragraph C of this Article during which an employee may exercise his seniority rights in the same manner as an employee who is working.
- G. A permanent employee on layoff status who is offered a temporary/seasonal position for which he is determined by the City to be qualified and who does not accept that position shall be deemed to have waived any right to temporary/seasonal positions mentioned in this Article.
- H. Employees in the bargaining unit shall receive a minimum two (2) weeks' notice prior to layoff. Upon recall the employee shall notify the City within one (1) week of his intentions. He shall have an additional week from notification of recall (by certified return receipt mail) to report for work, unless illness or other justifiable circumstances prevent him from doing so.

Section 7 - Notice of Termination of Employment, Resignation or Discharge

- A. The City agrees that it shall endeavor to maintain a minimum forty (40) hours of work per week for each regular full-time employee except that unforeseen financial emergencies make such provision impossible. The Union shall be notified of all employees laid off and of all employees recalled to work.

ARTICLE XX.
UNION ACTIVITY AND SECURITY

Section 1 - 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 procedures outlined in this Agreement nor to prevent certain routine business such as posting of Union notices and bulletins.

Section 2 - Business agents or representatives of the Union having business with officers or individual members of the Union may confer with such officers or members during the course of the workday for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such officers or members. The Union shall identify the Union officers to the City annually and notify the City of any changes.

Section 3 - The City agrees that the time spent during the employee's normal work shift in the presentation of grievances, negotiations, mediations, or arbitrations occurring during working hours shall not be deducted from the pay of delegated employee representatives of the Union. The bargaining committee shall be limited to a maximum of four (4) Union employee members. Unless mutually agreed to by the parties, the presentation of grievances, negotiations, and arbitrations will normally take place during mutually agreed upon working hours. Unless mutually agreed to by the parties, mediation sessions, preparation, or investigations (except serious safety-related issues or terminations) will normally take place outside of working hours. When the presentation of grievances, negotiations, mediations, or arbitrations occurs or continues outside any employee's normal work shift, such hours will not be paid or considered as hours worked for any participating employee.

Section 4 - Check off of Union dues shall be made from the first two paychecks of each month and out of every paycheck effective February 2009 in the amount specified by Local 1366 and such amounts shall be turned over to the Union treasurer at least once a month. The City is to be saved harmless in the event of any legal controversy involving this provision.

Section 5 - The City agrees to make deductions for contributions to the AFSCME P.E.O.P.L.E. fund from the paycheck of those employees wishing to contribute to this program every payroll. Employees will be given the opportunity to change their level of deduction annually during the month of January by submitting the appropriate deduction card to the City Payroll Department.

**ARTICLE XXI.
GRIEVANCE PROCEDURE**

Section 1

- A. Grievances to be processed within the grievance procedure shall involve only matters of interpretation, application or enforcement of the terms of this Agreement and, as such, only those items may be processed under the grievance procedure.
- B. The grievance process must be initiated within ten (10) working days of the alleged incident or within ten (10) working days of the aggrieved being aware of such incident. Any grievance not reported or filed within the time limits set forth above shall be invalid.
- C. Any employee or the Union may process a grievance as outlined in this Article. An employee shall have the right to representation by the Union in conference with the City. Further, the Union shall have the right to be present at all such conferences.
- D. Grievances which may arise shall be processed in the following manner:
- Step 1** - The aggrieved employee and/or the steward shall present the grievance orally to the employee's immediate management supervisor. The aggrieved employee must accompany the steward if the immediate supervisor so requests. The steward and/or the aggrieved shall attempt to resolve the grievance with the immediate management supervisor. If the grievance is not resolved within **five (5)** working days at this level, the grievance may be processed as outlined in Step 2.
- Step 2** - The aggrieved employee and/or the steward or grievance committee and/or the business agent shall request, within five working days of the completion of Step one, a meeting with the division head prior to the reduction of the grievance in writing in an attempt to resolve the grievance. If the grievance is not resolved within five workdays at this step, the grievance may then be processed as outlined in Step 3.

Step 3 - The grievance shall be presented in writing by the employee and/or steward or business agent to the Human Resources Director within **ten (10)** working days of the completion of Step 2 and, if not resolved within ten (10) working days at this level, the Human Resources Director shall note his statement on the grievance form and it shall be processed as outlined in Step 4.

Step 4 - Within thirty (30) calendar days of completion of Step 3, the grievance may be submitted to arbitration. Selection of an arbitrator by the Wisconsin Employment Relations Commission may be requested by either party. The arbitrator in arriving at his determination shall rule on only matters of application and interpretation of this Agreement. The findings of the arbitrator shall be final and binding on both parties. In the event an arbitrator loses jurisdiction, the parties shall select another arbitrator in accordance with the provisions of this section. Costs of the arbitration shall be borne equally by both parties. In cases where a ruling is issued by an arbitrator the prevailing party shall be reimbursed the filing fee by the non-prevailing party.

E. General

1. In the interest of expediting the grievance process, either party may request a meeting to permit oral discussion of the grievance prior to the instigation of arbitration proceedings.
2. Time limits set forth in the grievance procedure may be extended by mutual Agreement in writing.
3. Requests from either side for a meeting at the next step constitute an appeal to the next step of the procedure.
4. Failure of the employer to respond within the contractually required time limits constitutes an automatic appeal of the grievance to the next step and the timelines apply.
5. If the employee or the union fails to advance the grievance to the next step within the time limits, the grievance shall be deemed dropped.

**ARTICLE XXII.
NO STRIKE - NO LOCKOUT**

It is understood and agreed that the services performed by the City employees included in this Agreement are essential to the public health, safety and welfare.

The Union and the City, therefore, agree that there shall be no interruption of the work for any cause whatsoever by either party nor shall there be any slowdown or other interferences with the services.

**ARTICLE XXIII.
MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the Management of the City of Fond du Lac and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations governing conduct and safety, to determine schedules of work, to subcontract work, (no employee shall be laid off due to subcontract provisions) together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management.

**ARTICLE XXIV.
NONDISCRIMINATION**

Both parties hereto agree that there shall be no discrimination with respect to any employee because of race, creed, color, national origin, age or sex.

**ARTICLE XXV.
FAIR SHARE AGREEMENT**

Section 1 – Currently, employers and unions are prohibited from requiring employees to be members of the Union or to pay union dues as a condition of employment. Nothing with this Section shall be construed so as to require the City to violate any applicable law. Should the law change during the term of this Agreement to allow conditioning employment on Union

membership or paying union dues, the City and Union bargaining teams shall convene as soon as administratively possible to collectively bargain the inclusion of a fair share agreement and dues deduction for all employees.

**ARTICLE XXVI.
TERMINATION OF EMPLOYMENT**

Section 1 - The City shall pay all monies due employees upon 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.

Section 2 - Employees are encouraged to give two (2) weeks' notice of intent to terminate. Failure to do so will be recorded on the employee's record.

Section 3 - Employees wishing to retire should notify the Human Resources Department, in writing, 90 days in advance of their retirement date.

**ARTICLE XXVII.
WRITTEN DISCIPLINARY ACTION**

The Employer may discipline employees for just cause. **Verbal and** written reprimands or warnings, not including suspension or dismissals, are not to be considered valid for further disciplinary action twelve (12) months after such is given.

**ARTICLE XXVIII.
SAVINGS CLAUSE**

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 invalid clause or portion thereof.

**ARTICLE XXIX.
SCOPE AND DURATION**

This Agreement shall be effective on January 1, 2020 unless otherwise specified herein, and shall remain in full force and effect until and including December 31, 2021, and shall be automatically renewed from year to year unless negotiations are instituted by August 1, 2021, or the first day of August of any effective year of this Agreement.

This Agreement supersedes any City Ordinance or Resolution concerning wages, hours or other conditions of employment pertaining to positions bargained for by this Union.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 29th day of January, 2020 by:

CITY OF FOND DU LAC

FOND DU LAC CITY EMPLOYEES UNION
LOCAL 1366, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

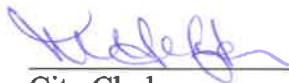


City Manager

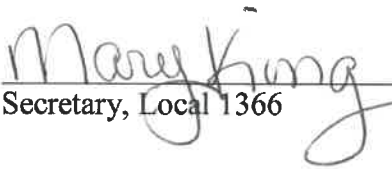


President, Local 1366

ATTEST:



City Clerk



Secretary, Local 1366

Council #32 Representative

APPENDIX A

CITY OF FOND DU LAC
AND
LOCAL 1366, AFSCME, AFL-CIO
TRANSIT EMPLOYEES WAGE SCHEDULE

January 1, 2020 (2.5%)

| | | | | | | |
|--------------------------|-------|-------|-------|-------|-------|-------|
| Bus Driver | 21.36 | 22.46 | 23.54 | 24.48 | 25.68 | 26.76 |
| Bus Driver/Transit Clerk | 21.76 | 22.84 | 23.91 | 24.98 | 26.09 | 27.12 |

January 1, 2021 (2.75%)

| | | | | | | |
|--------------------------|-------|-------|-------|-------|-------|-------|
| Bus Driver | 21.95 | 23.07 | 24.18 | 25.15 | 26.39 | 27.50 |
| Bus Driver/Transit Clerk | 22.36 | 23.47 | 24.57 | 25.67 | 26.81 | 27.86 |