

**Agreement Between  
the City of La Crosse and  
Amalgamated Transit Union,  
Local #519, AFL-CIO**

January 1, 2019 – December 31, 2020



## TABLE OF CONTENTS

<b>SECTION #</b>	<b>PAGE#</b>
<b>SECTION 1</b> RECOGNITION.....	2
<b>SECTION 2</b> MAINTENANCE OF MEMBERSHIP.....	2
<b>SECTION 3</b> PROBATIONARY PERIOD.....	3
<b>SECTION 4</b> GRIEVANCE PROCEDURE .....	3
<b>SECTION 5</b> TIME LIMITATIONS ON DISCIPLINARY ACTION.....	4
<b>SECTION 6</b> CESSATION OF SERVICES.....	4
<b>SECTION 7</b> MANAGEMENT RIGHTS .....	5
<b>SECTION 8</b> LAY-OFF AND RECALL .....	5
<b>SECTION 9</b> SENIORITY.....	6
<b>SECTION 10</b> JOB BID .....	7
<b>SECTION 11</b> EMPLOYEE DISCIPLINE .....	8
<b>SECTION 12</b> UNIFORMS .....	9
<b>SECTION 13</b> TRAINING.....	9
<b>SECTION 14</b> MINIMUM PAY / DEAD TIME .....	10
<b>SECTION 15</b> GUARANTEE TIME .....	10
<b>SECTION 16</b> OVERTIME, SHIFT DIFFERENTIAL, PREMIUMS, AND LEAD BUS TECHNICIAN ASSIGNMENT .....	11
<b>SECTION 17</b> PAID HOLIDAYS.....	12
<b>SECTION 18</b> TOOL ALLOWANCE.....	13
<b>SECTION 19</b> WORKWEEK / PAY DAYS.....	13
<b>SECTION 20</b> MEDICAL BENEFIT PLAN .....	14
<b>SECTION 21</b> LIFE INSURANCE .....	23
<b>SECTION 22</b> INCOME CONTINUATION INSURANCE.....	24
<b>SECTION 23</b> RULES AND REGULATIONS .....	25
<b>SECTION 24</b> LEAVE OF ABSENCE .....	25
<b>SECTION 25</b> VACATIONS.....	25
<b>SECTION 26</b> EMPLOYEE SICK LEAVE.....	27
<b>SECTION 27</b> FAMILY AND MEDICAL LEAVE .....	28
<b>SECTION 28</b> BEREAVEMENT LEAVE .....	29
<b>SECTION 29</b> PENSION PLAN .....	29
<b>SECTION 30</b> CLASSIFICATION AND WAGE SCHEDULES .....	29
<b>SECTION 31</b> LONGEVITY.....	30
<b>SECTION 32</b> FEDERAL TRANSIT ACT, SECTION 49 USC 5333(b) .....	30
<b>SECTION 33</b> PART-TIME EMPLOYEES.....	30
<b>SECTION 34</b> SPECIAL PART-TIME EMPLOYEES .....	32
<b>SECTION 35</b> TERM OF AGREEMENT .....	34
EXHIBIT – A Wage Schedule January 2019 .....	35
EXHIBIT – B Wage Schedule January 2020.....	36
M.O.U. #1 Joint Labor Management Committee and Safety Committee.....	37
M.O.U. #2 Voluntary Dental Plan.....	38
M.O.U. #3 Transit Service Representative.....	39
M.O.U. #4 Transit Service Representative – Step Placement.....	40
M.O.U. #5 Retrieved On-Board Camera Recordings .....	41
M.O.U. #6 Meeting with New Employees.....	42
Letter of Understanding – Martin Luther King Day .....	43

**THIS MEMORANDUM OF AGREEMENT**, made and entered into by and between the City of La Crosse, hereinafter referred to as "City" and the Amalgamated Transit Union, Local #519, AFL-CIO, hereinafter referred to as the "Local".

**WHEREAS**, the mutual interest of the parties hereto are recognized by this agreement to provide for the operation of the Municipal Transit Utility (MTU) of the City of La Crosse under methods that will promote efficiency, cleanliness, safety, proper care of equipment, property and facilities, fair and peaceful adjustments of differences that might arise from time to time and the promulgation of rules and regulations of ethical conduct and business relations between employer and employee.

**NOW, THEREFORE**, the parties have reached their Agreement.

## **SECTION 1**

### **RECOGNITION**

The City recognizes Local #519 of the Amalgamated Transit Union, AFL-CIO, as the sole bargaining representative for all transit department employees including part time operators, exclusive of managerial, supervisory, craft, confidential, part-time service employees and part time Bus Technician assistants.

## **SECTION 2**

### **MAINTENANCE OF MEMBERSHIP**

The City agrees not to interfere directly or indirectly with the full freedom of choice on the part of the employees on the matter of union membership and agrees that it will in no manner discriminate because of membership in/or affiliation with the Union.

All employees covered by this agreement may within thirty (30) days become members of the Union.

The City agrees that it will deduct membership dues from wages of each member of the Union covered by this agreement, who shall have furnished the City with a written deduction authorization in the form mutually agreed upon with the City and the Union. Revocation of the dues deduction provision shall be in writing with one copy to each, the City and the Union.

## **SECTION 3**

### **PROBATIONARY PERIOD**

Each new employee shall serve a probationary period of six (6) months beginning with their date of full time hire. Use of sick leave, personal business, or vacation is not available during a new employee's initial probationary period. It is understood that probationary employees shall receive holiday pay, floating holidays (as allotted in Section 17) and bereavement leave subject to the same limitations as all regular employees.

## **SECTION 4**

### **GRIEVANCE PROCEDURE**

Matters involving the interpretation, application, or enforcement of this agreement shall constitute a grievance under the provisions as set forth; however, a grievance not initiated within twenty (20) calendar days from the date the employee knew or had reason to know of the cause of such grievance shall be held invalid. If a matter is not timely advanced by the Union from one step to the next, the grievance shall be considered settled as of the last completed step and shall be invalid. If a matter is not timely advanced by the City from one step to the next, the grievance shall be considered settled as of the last completed step in the interest of the Union. The parties may by written agreement extend the time limits contained in the grievance procedure for steps 2 and 3. If an employee has a grievance, he shall:

#### **STEP 1- VERBAL**

Within twenty (20) calendar days of the grievance event the employee shall discuss the grievance with his/her immediate supervisor. If no solution is reached, an employee may within ten (10) calendar days of initiating the grievance, proceed to Step 2;

#### **STEP 2 – WRITTEN**

Reduce the grievance to writing stating in detail a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the contract involved and submit it to the MTU Manager. The grievant and the MTU manager or designee shall, within ten (10) calendar days, meet in an effort to resolve the grieved matters. If no resolution is reached the grievant may appeal to Step #3.

#### **STEP 3 - APPEAL AND REVIEW**

Within ten (10) calendar days of receipt of the appeal, a representative of the Union, the Director of Human Resources or designee, and the MTU Manager or designee, will meet to attempt a resolution of the disputed matter. The Deputy Director of Human Resources and/or the

MTU manager shall answer the grievance in writing within ten (10) calendar days of the Appeal and Review meeting.

#### **STEP 4 - ARBITRATION**

If a satisfactory solution cannot be reached, the Union may, within thirty (30) calendar days of receipt of the City's Step #3 grievance written answer, appeal to the Wisconsin Employment Relations Commission, who will appoint a neutral arbitrator.

The arbitrator shall not add to, or subtract from, the terms of this agreement.

The City and the union agree that the decision of the arbitrator shall be final and binding on both parties.

#### **EXCLUSIVE PROCEDURE**

The grievance procedure set forth herein shall be the exclusive complaint of an employee as to any matter involving the interpretation or application of this agreement.

All complaints originating in the MTU shall be handled in the manner outlined above and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such complaints, formally or informally to officers of the City of La Crosse not included in this procedure.

### **SECTION 5**

#### **TIME LIMITATIONS ON DISCIPLINARY ACTION**

- A. Any and all written reprimands and/or memos of reprimands for all disciplinary actions less than suspensions, shall be removed from the employee's personnel file two (2) years after the date of the reprimand.
- B. Any and all other disciplinary actions shall cease to have any force and affect and shall be removed from the employee's personnel file three (3) years after the date of the disciplinary action.
- C. It is the intention of the parties that any memorandum, notation or disciplinary action hereby removed from an employee's file shall not be used in any future disciplinary action.
- D. Disciplinary matters involving immoral behavior and/or alcohol and drug violations are have no limitations, and shall not be removed from the employee's personnel file.

### **SECTION 6**

#### **CESSATION OF SERVICES**

It is understood and agreed that the services performed by the City Transit employees included in this agreement are essential to the public safety and welfare. It is agreed that there be no

interruption of the work for any cause whatsoever, nor shall there be any slow down or other interferences with the services.

## **SECTION 7**

### **MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the management of the Municipal Transit Utility and the direction of the work force including but not limited, to the right to hire, discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to make reasonable rules or regulations governing conduct or safety pursuant to Section - 23 Rules and Regulations, to be able to determine the methods and processes of how the work is performed, are vested with management.

The exercise of the foregoing functions shall be limited only by the express provisions of this contract and the City has all rights which it has by law except those which were expressly bargained away in this agreement. This article shall be liberally construed.

The exercise by the employer of any of the foregoing functions shall not be reviewed by arbitration except in cases where such functions are so exercised as to violate express provisions of this contract.

## **SECTION 8**

### **LAY-OFF AND RECALL**

- A. The principle of bargaining unit seniority shall be taken into account on lay-off and recall.
- B. In the event that lay-offs occur the following shall apply:
  - 1. The City shall provide the employee and the Union with no less than three (3) calendar months notice in writing of the City's intention to lay off each employee.
  - 2. The City shall pay each laid off employee lay-off pay equal to three (3) months gross pay commencing on the first day of the lay off and extending for three months thereafter (six biweekly pay periods). The gross pay shall be 40 hours per week at their regular straight hourly rates from the last day of work and continuing for six biweekly pay periods unless such employees are recalled, then payment shall cease at the time the recall begins. There shall be no overlap in pay. This lay-off pay shall be in addition to any and all rights, privileges or benefits which may be due the laid off employee by virtue of the 13C agreement (Section 33 – Federal Transit Act, Section 49 U.S.C. 5333(b)) or from any other source.
  - 3. The City shall continue to pay its share of the monthly medical benefit plan payments for one (1) year following the last day of work of the laid off employees provided the employees pay their share of the monthly payments as required by the current labor agreement. Monthly medical benefit plan premiums are the same as are in effect for

active employees as modified from time to time through collective bargaining.

- C. Unless otherwise provided, laid off employees shall have recall rights for two (2) years. In the event of a lay-off, the city may lay off by classification i.e. Operator, Bus Technician, Service Worker, Clerical. Such layoffs will occur by classification seniority, and if the laid off employee is capable of performing work in another classification, he/she will have the right to bump into said position provided he/she has more bargaining unit seniority than the bumped employee. This same procedure shall be used until the employee with the lowest bargaining unit seniority is actually laid off. Laid off employees shall be recalled to work in bargaining unit seniority order provided that they can perform the available work.
- D. This section applies to all employees.
- E. Employees hired after March 1, 2014

Paragraphs B and D of this Section and paragraph D of Section #34 – Part-time Employees, shall not apply to employees hired after March 1, 2014. However, any such employees that are hired after March 1, 2014 shall be provided with at least two (2) weeks notice of lay-off and shall not receive any other employment benefits from the City. The lay off of employees hired after March 1, 2014 shall not count as a “laid off employee” for purposes of limiting the Municipal Transit Utility’s use of part time employees.

It is understood that the City shall not lay-off full-time employees for the purpose of hiring additional part-time employees.

## **SECTION 9**

### **SENIORITY**

- A. Definition

Bus operator's seniority starts on the date of his/her full time appointment to the bus operator classification. Service worker's seniority starts on the date of his/her full time appointment to the service worker classification. Bus Technician’s seniority starts on the date of his/her full time appointment to the Bus Technician classification. This does not alter unit wide seniority for purposes of lay-off and recall.

Transit Service Representative’s seniority starts on the date of his/her full time appointment to the Transit Department.

- B. Bus Operators – Run Selection

Bus operators may select a different run when run selection sign-ups are posted by MTU management, which shall occur when service needs change. Each run selection shall be by bus operator seniority. It is agreed that there shall be a minimum of two (2) run selection sign-ups per year, in six (6) month intervals.

C. Service Workers/Bus Technician Shift Selection

Service workers and Bus Technician may select a different shift a minimum of two (2) times per year, in six (6) month intervals, and as service needs change. Such sign-ups will be posted by MTU management. Where changes of shifts are made, shift selection shall be by seniority among qualified affected employees in the shop.

D. Advance Notice

In the event of a change in the workweek, or a change in operator's runs and/or service worker/Bus Technician's shifts, the City shall post a new run/shift sign-up sheet five (5) days in advance of the bidding process.

## **SECTION 10**

### **JOB BID**

A. For job bid purposes exclusively there shall be three (3) divisions, the Shop Division, the Operator's Division and the Clerical division. The Shop Division shall include the classifications of Bus Technician and Bus Service worker. The Operator Division shall consist of the classification of Bus Operator. The Clerical Division shall consist of the Transit Service Representative.

B. Seniority lists of employees in each division shall be posted in a conspicuous place. Any disagreement concerning an employee's seniority shall be subject to the grievance procedure.

C. All new jobs or vacancies shall be posted in the department.

D. Any new job or vacancy shall be filled in the following manner:

1. Posted on a bulletin board for five (5) working days.
2. The Union shall be furnished a copy of the job posting.
3. Employees in all three (3) divisions desiring posted jobs shall sign such notice.
4. The employee oldest in seniority within the division who meets the basic requirements of the job shall be given a trial period of up to fourteen (14) calendar days in which to qualify for the job.
5. This fourteen (14) day trial period may be extended to a thirty (30) day trial period by agreement of the parties.

E. In the event no applicant is available or qualified within the division in which the vacancy occurred, such vacancy will be filled in the following manner:

1. Department seniority shall prevail providing the applicant is qualified in accordance



with the job description as posted with the City. The most senior candidate in the department shall be given a thirty (30) day trial period in which to qualify for the job.

2. Successful bidding shall be defined as completing the fourteen (14) day or thirty (30) day trial period and surrendering the prior division seniority for the purposes of run selection, shift selection and/or vacation.
  3. If such vacancy cannot be filled or promotion made under the above provisions, it may be filled by hiring a qualified applicant from outside the bargaining unit.
- F. Job bids that result in transfers from the Operator or Clerical\_Division to the Shop Division shall result in the following:
1. Seniority in the division for purposes of shift selection and/or vacation picks shall start on the date of the transfer.
  2. The transferring employee shall be paid the rate that his/her unit wide seniority requires for the position.
  3. Operator work left vacant by any job bid shall be assigned to the extra list for no more than the thirty (30) day trial period and thereafter bid.
- G. Job bids that result in transfers from the Shop or Clerical Division to the Operator Division shall result in the following:
1. Seniority in the division for purposes of run selection and/or vacation picks shall start on the date of the transfer.
- H. Job bids that result in transfers from the Shop or Operator Division to the Clerical Division shall result in the following:
1. Transferring employee must successfully pass required testing prior to transfer. Testing shall consist of typing accuracy test requiring 45 words per minute, passing score of 70% or higher on a State certified written clerical exam, and testing for computer software proficiency.
  2. Testing will be limited to one try per bid for each of the above testing requirements.
- I. This job bid procedure shall in no way alter seniority rights of the employees for any other purpose.

## **SECTION 11**

### **EMPLOYEE DISCIPLINE**

All discipline shall be administered in accordance with the City/MTU Operating Rules promulgated pursuant to Section 23 – Rules and Regulations of this agreement.

An employee may appeal his or her discipline using the grievance procedure beginning at Step #2.

## **SECTION 12**

### **UNIFORMS**

#### **A. Bus Operators**

The City will pay for ninety percent (90%) of the cost of the purchase of uniform items as described below. Such payments by the City shall occur upon successful completion of the employee's initial probationary period.

All drivers shall have the option to purchase specified uniform items (shirts, polo shirts, shorts, trousers, cardigan vests and sweaters, and jackets) at the store of their choice.

The City will pay for 100% percent of the cost of the purchase of shirts, polo shirts, jackets and caps which are ordered or approved through the City (embroidered or those with patches). Employee purchases at the store of their choice will result in 90% reimbursement from the City.

#### **B. Shop Employees**

The City shall pay 100% percent of the cost for the purchase or rent of coveralls for shop employees providing such employees have the supervisor's prior approval and furnish a purchase receipt.

The employer shall pay up to \$100 annually, upon presentation of a receipt of purchase, toward the purchase of work related clothing/equipment, such as safety shoes, gloves, safety eyeglasses, jacket for shop.

## **SECTION 13**

### **TRAINING**

#### **A. New Operators**

Operators will be paid a work bonus of one dollar thirty cents (\$1.30) per hour while training new bus operators.

Trainee operators hired from within the bargaining unit shall receive credit for time worked in the bargaining unit and placed in the appropriate pay range and seniority list in accordance with Section #9 - Seniority.

#### **B. Scheduled Training**

Employees required to attend in-service training and/or other training or meetings outside the hours of their normally scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate inclusive of overtime. Assigned training time which occurs before or after a regular scheduled shift may be treated as work continuation for which the two (2) hour

minimum would not apply. Training shall be posted a minimum of fourteen (14) calendar days prior to the commencement of training. The assignment of employees is the right of management.

## **SECTION 14**

### **MINIMUM PAY / DEAD TIME**

#### **A. Minimum Pay for Operators**

A minimum of two hours will be paid to any operator who is called in to pull out a bus.

#### **B. Call In Pay**

A two (2) hour minimum shall also apply to all employees including shop employees who are called in to work unless such call in abuts their regularly scheduled shift, i.e. in cases when an employee is called in to work less than two (2) hours from their shift start time, then the employee will not receive the two (2) hour minimum.

#### **C. Dead Time**

For employees in the Operating Division, a one hour minimum or the deadtime, whichever is less, will be paid when any two pieces of work with one (1) hour or less scheduled in between is booked out to the same operator. Dead time shall be included in the calculation of the two (2) hour minimum pay provisions contained herein.

## **SECTION 15**

### **GUARANTEE TIME**

All employees, except new employees in training, who report for work when requested, are guaranteed a minimum wage equal to eighty (80) hours at straight time, in one (1) pay period of two (2) consecutive weeks. The term "new employees" does not include bargaining unit employees making a change in classification. Any and all hours worked in any of the weeks in the pay period in question will be used in computing the guaranteed time. If an extra board person is called upon to work and refuses to do so for any reason, except on his/her regular days off, the guaranteed time will be reduced by the number of hours the person was privileged to work and refused to do so.

New employees that complete the training program and become qualified to operate equipment and are so assigned in mid pay period are exempt from this provision until the next pay period.

## **SECTION 16**

### **OVERTIME, SHIFT DIFFERENTIAL, PREMIUMS, AND LEAD BUS TECHNICIAN ASSIGNMENT**

#### **A. Overtime**

Employees shall be paid time and one half for all hours actually worked over forty (40) hours per week. Additionally, vacation days shall be considered as "hours worked". Holidays shall be considered as "hours worked" for overtime purposes when an employee works additional hours beyond their normal schedule (based on actual hours worked).

Examples:

1) Employee normal schedule is Monday through Friday, with the Holiday on Monday. Holiday is not paid as overtime, unless employee works additional hours beyond their normal schedule (based on actual hours worked).

2) Employee's normal schedule is Tuesday through Saturday, with the Holiday on Friday. Holiday is not paid as overtime, unless employee works additional hours beyond their normal schedule (based on actual hours worked).

3) Employees normal schedule is Tuesday through Saturday, with the holiday (MTU closed) on Friday. Employee works additional hours on Sunday. Employee may be eligible for time and one – half for hours worked on Sunday, plus any additional hours beyond their normal schedule (based on actual hours worked).

#### **B. Shift Differential**

A fifty cent (\$0.50) per hour shift differential shall be paid to Bus Technician who work shifts other than the day shift. Day shifts for Bus Technicians are defined as any scheduled shift of work beginning after 4:59 a.m. and before 10:31 a.m.

A one dollar (\$1.00) per hour shift differential shall be paid to Service Workers for hours actually worked beginning at 12:00 midnight.

It is agreed by the parties that a shift differential is not available for Bus Operators currently, nor in the future.

#### **C. Safe Ride Premium**

A one dollar (\$1.00) safe ride premium shall be paid to operators for actual hours worked while operating a bus on a SAFE RIDE route.

#### **D. ASE Certification Premium**

Bus Technicians have the option to obtain ASE certifications for Bus Technicians. The City would pay for the initial registration fee, up to two registrations per year per employee. Successive attempts to pass an ASE certification will be at the employee's cost for registration.

Upon successful receipt of an ASE certification the Bus Technician is to provide proof to management, at which time the employee will receive a ten cent (\$.10) per hour premium effective the next scheduled work day. Premiums are limited to a maximum of eight (8) certifications. As agreed by the union, all other provisions would be the responsibility of the employee (time off, travel, exam fee, etc.). Recertification fee would be paid by the City.

- E. Lead Bus Technician: An employee “assigned” to the position of Lead Bus Technician shall receive a premium pay of \$1.50 per hour for all hours worked. Assignment and removal to the “assignment” of Lead Bus Technician remains the sole discretion of management. This includes the selection of the lead Bus Technician, effective date of assignment, and determination as to whether an assignment is necessary or desired. The provision of assignment to Lead Bus Technician cannot be grieved. Lead Bus Technician, if so assigned by management, may only be designated to one employee at any one time.
- F. Bus Technician premium pay effective January 9, 2017: Bus Technician shall receive a premium pay onto their base pay of \$1.00 per hour after one year of continuous service as Bus Technician, \$2.00 per hour after two (2) years of continuous service as Bus Technician, and \$3.00 per hour after three years of continuous service as Bus Technician. Premium is not subject to any negotiated across the board increases.

## **SECTION 17**

### **PAID HOLIDAYS**

#### **1. Operators, Shop and Clerical Division**

Employees shall receive pay for the following designated holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and two (2) floating holidays for which one is in lieu of the day after Thanksgiving. Employees who do not work on a holiday shall receive holiday pay only. Employees who work on a holiday shall receive holiday pay in addition to pay for all regular hours worked. On Martin Luther King Day employees will have the choice of receiving holiday pay, or eight (8) hours of compensatory time, at straight time, to be used by December 31<sup>st</sup>.

Floating holidays may be used anytime during the calendar year with prior approval from management. Such floating holidays must be used prior to December 31<sup>st</sup> of each year. If unused, they will be lost; no carryover or payout is allowed.

#### **Proration of Floating Holidays For New Employees**

- New employees hired between January 1 and June 30 will receive two (2) floating holidays to use for the calendar year.
- New employees hired between July 1 and November 30 will receive one (1) floating holiday to use for the calendar year.

If the employee terminates employment through retirement or any other reason, the floating holiday will be treated as follows:

- The floating holiday in lieu of the day after Thanksgiving will get paid out on the employee's last check only if the employee leaves employment after the day after Thanksgiving occurs. If an employee leaves employment prior to the day after Thanksgiving and they have used that floating holiday, the overpayment will be deducted from their last paycheck.
2. An employee must physically work all of their last scheduled day prior to the holiday and all of their first scheduled work day following the holiday in order to receive holiday pay as outlined in this section. An extra board operator who is available but not provided work the day before or the day after the holiday shall receive holiday pay as outlined in this section. Personal business days, vacations, and paid sick leave with an acceptable medical substantiation are considered time worked for purposes of this section.
  3. Holiday Pay shall be calculated as follows: All employees shall receive eight (8) hours pay at the regular straight time hourly rate.

## **SECTION 18**

### **TOOL ALLOWANCE**

Employees in the Bus Technician's classification shall be eligible for seven hundred dollars (\$700.00) per year, for pre-approved tool purchase or replacement. Such payment shall be made upon presentation of a paid invoice for such purchase. Employee must be an active employee to receive reimbursement.

The City shall provide all tools to bus service workers for minor repairs such as changing headlights, tightening mirrors and/or tightening railings on the inside of buses.

## **SECTION 19**

### **WORKWEEK / PAY DAYS**

A workweek for purposes of this provision, shall begin on 12:01 a.m. Mondays and end on 12:00 midnight the Sunday following.

Pay days for all hourly paid employees shall be every other Thursday and shall be paid for periods ending the Sunday midnight of the previous calendar week. Example: On the February 2, 2017 paycheck, the employee will be paid for all hours worked through January 22, 2017.

Clerical Division: Employees shall be in same pay cycle as management. Workweek for purposes of this provision shall begin on 12:01 a.m. Friday and end on 12:00 midnight the Thursday following.

## **SECTION 20**

### **MEDICAL BENEFIT PLAN**

Full-time bargaining unit employees are eligible to participate in the City's Medical Benefit Plan.

#### **A. Employee's Medical Benefit Plan Payments**

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2019, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be 12.6% of the total monthly premium equivalent rate for the coverage selected by ATU. Effective January 1, 2019, the employee's contribution, if not participating in the Health Risk Assessment, shall be 16% of the total monthly premium equivalent rate for the coverage selected by ATU. Monthly premium equivalent rates are established for 2019 and subsequent years based on the expected costs (factoring in claims, administrative costs, and medical trends) of the all City plan design utilizing the period from July 1 through June 30 prior to the effective date, plus an actuarial value reflecting, if any, the product differential between the all City plan design and the ATU plan design.

#### **B. Health Risk Assessment**

The City shall offer an annual health risk appraisal on a voluntary basis for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, and a personal counseling session with personalized report of findings) in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount (per Section 20 – Medical Benefit Plan, Paragraph A above) while remaining covered under the City Medical Benefit Plan. Premiums shall be determined by participation in the previous calendar year. Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number.

It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease may also be tested. Retirees with permanent residences out of the network service area shall be provided access to a site for biometric testing in their local area. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

Additional details or changes shall be decided by the joint labor management-union healthcare cost containment committee.

**C. Networks With 100% Coverage**

The City shall offer City employee's a choice of no less than two medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks.

Employees may select a Network for themselves, spouse and covered dependents during open enrollment which occurs each November with an effective date of change to be the following January 1<sup>st</sup>. All employees will be required to remain in their selected Network through December 31<sup>st</sup> of each calendar year.

**D. Monthly Rate Payments for Retirees or Surviving Spouse & Dependents**

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10<sup>th</sup>) of the preceding month for the next month's coverage.

**E. Medicare Carve-Out –For Disability**

1. Effective January 1, 2008: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity following notice of such from the City. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A



and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan).

3. **Make Whole:** It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments. Under paragraphs 1 and 2 above until their City medical benefit plan terminates. Retirees, spouses of current retirees, or surviving spouses that were under the Medicare Carve-Out provision as of 12/31/14 and who were having their monthly medical benefit plan contributions waived will be grandfathered, i.e. their monthly contributions will continue to be waived until their City medical plan terminates.

**F. Retiree Medical Benefit Plan Coverage - Normal Service (For Full Time Employee's hired prior to January 1, 2014)**

1. For Incumbents Employed as of June 30, 2004:

Employees employed as of June 30, 2004, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare..

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **ten (10) years of continuous employment with the City** to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within thirty-six (36) months.

**Same Plan - Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network

participants.

2. For Employees hired between July 1, 2004 through December 31, 2006

Employees employed between July 1, 2004 through December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **fifteen (15) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

**Same Plan - Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

3. For Employees hired on January 1, 2007 through December 31, 2013

Employees employed as of January 1, 2007 through December 31, 2013, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **twenty (20) years of full time continuous service with the City** to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants. Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

4. Employees Hired After January 1, 2014: COBRA provisions apply.

**G. Retiree Medical Benefit Plan - Duty Disability Pension (For full time employees hired prior to January 1, 2014)**

Without regard to paragraph L below, full-time employees who receive a duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph F above. This benefit ends when the retiree becomes eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**H. Retiree Medical Benefit Plan - Non Duty Disability Pension (For full time employees hired prior to January 1, 2014)**

Full time eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of continuous service as a full time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI) (For full time employees hired prior to January 1, 2014)**

This paragraph only applies to employees who began WRS covered employment after October 16, 1992. Effective January 1, 2005, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph E above provided they have a minimum of ten (10) years of service as a full time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit .

**Same Plan - Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**J. Medicare Health Maintenance Organization and/or Supplemental Insurance**

All active employees and those retirees that retired after January 1, 1984 that remained in the City's medical benefit plan are eligible to continue coverage by the carrier that the City has selected for a Medicare health maintenance organization and/or supplemental insurance plan. If the eligible employee has had continuous participation in the City's medical benefit plan from retirement to age 65 or Medicare eligibility age, he/she shall be allowed into the Medicare health maintenance organization and/or supplemental plan without waiting periods or limitations because of pre-existing conditions. These Medicare supplement plans shall be available to spouses of retirees under the same rules as above. Retirees and spouses are responsible for payment of the monthly rates.

**K. City's Right to Select Vendors/Self Insure**

The City shall have the right to select the plan vendors and/or to self insure the plan.

**L. Coverage for New Employees**

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein after two (2) full months following the month in which they begin employment. New employees will have the opportunity to select a Network for themselves and their covered dependents up to 31 days following their first date of employment.

**M. Retiree Medical Benefit Plan - Younger Spouse (For full time employees hired prior to January 1, 2014)**

When a retiree reaches Medicare age and his/her spouse is younger, the spouse may continue his/her coverage in the City's medical benefit plan until the spouse reaches Medicare age, provided that the spouse pays the total monthly pseudo premium rate.

**Same Plan - Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**N. Coverage for Spouse & Dependents of Eligible Employees/Retirees (for full time employees hired prior to January 1, 2014) that Die**

The spouse or eligible dependents of an insured employee or retiree (hired prior to January 1, 2014) who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

**Same Plan – Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants. Retirees,

surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must use in-network services to be considered in-network participants.

The spouse or eligible dependents of an *active*, eligible employee (8 years of full time, consecutive service with the City) who die due to causes other than work related injury or in line of duty, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare, or remarries, whichever occurs first.

**O. Internal Revenue Service Section #125 Plan**

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre tax dollars. In addition to medical expenses, the plan may be used for vision, dental, and child care expenses. The City agrees to credit and pay for the pension costs on the salary which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

**P. One Plan for Married Employees**

Married employees that both work for the City shall be limited to one medical benefit plan. Married employees that both work for the City would be allowed to switch "subscribers" on an annual basis if allowed to do so by State and Federal law. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph C above.

**Q. Medical Benefit Plan Coverage While on Income Continuation Insurance**

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees as described in paragraph E above provided that they have a minimum of ten (10) years of continuous service as a full time employee for the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Duty Disability Retirement, Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time through collective bargaining

**Same Plan - Same Benefits**

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

**R. Dependent Coverage**

Eligible dependents shall be covered subject to eligibility and enrollment timeframes as defined by the Master Plan Document. Dependent eligibility shall be consistent with applicable state or federal law.

**S. Health Care Cost Containment Committee**

The parties agree to establish a joint labor/management committee on health care cost containment during the term of the 2017-2018 agreement. The committee will be made up of two members from the bargaining unit and two members from the City. The committee shall meet no less than two (2) times, or as needed, during the term of the 2017-2018 agreement to study and explore methods to make recommendations for health care cost containment. The committee's recommendations will be provided to each representative's side no later than August of each year. Committee expenses up to \$1,000 per year may be authorized by the Director of Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for bargaining unit members during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of full time bargaining unit members employed as of January 1 of each respective year, at a rate of \$50 per bargaining unit member. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

Paid time will be provided to the Union President and one (1) designated Union Board Member to attend Health Care Cost Containment Committee meetings (if scheduled during their normal workday). The Union President may designate two (2) Union Board Members if the President wishes not to be a member of the Committee.

## SECTION 21

### LIFE INSURANCE

#### A. Benefits

The level of benefits in effect as of January 1, 1992 shall be maintained.

#### B. Eligibility

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment. Employees with prior Wisconsin Retirement System (WRS) service may qualify for coverage sooner as dictated by Wisconsin Retirement System.

#### C. Coverage Available

Employees may select insurance for themselves and their spouse and dependents as follows:

##### 1. Basic

This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

##### 2. Additional - Units I, II & III

This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65.

For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

##### 3. Spouse and Dependent

This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

##### a. Schedule I

The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

##### b. Schedule II

This allows the employee to increase coverage for his/her spouse to \$20,000 and \$10,000 for each dependent. In the event of the



spouse's/dependent's

death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. Cost of Insurance

All employees who are eligible and elect to participate in the basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City will contribute the balance. Employees who elect Additional, Spouse and Dependent and/or Supplemental coverage shall pay the complete premium for such insurance. Premium rates are adjusted July 1<sup>st</sup> of each year.

E. Coverage for Eligible Retirees At Age 66

Basic life insurance coverage for eligible employees who retire after the effective date (established in accordance with State Statute #40.03(6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

F. Administration

The life insurance benefits described above shall be administered in accordance with State Statute 40.70 and applicable State of Wisconsin, Employee Trust Fund rules and regulations.

G. Change of Carrier

The City may select the carrier for the life insurance program and change carriers from time to time provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992.

## **SECTION 22**

### **INCOME CONTINUATION INSURANCE**

The Union agrees that the City has the right to discontinue the Income Continuation Insurance

Coverage that it is presently providing. The discontinuation is not subject to any collective bargaining.

## **SECTION 23**

### **RULES AND REGULATIONS**

All employees shall serve under the present rules and regulations of the City and/or the Municipal Transit Utility and such reasonable rules and regulations as it may hereinafter adopt. No rule or regulations may be adopted or enforced which is inconsistent with the terms of this agreement.

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

Any proposed change in the rules and regulations shall be posted on the bulletin board of the City in the Municipal Service Building one (1) calendar week before the effective date of the rule.

The reasonableness of any rule or regulation shall not be challenged unless a conference is requested within one (1) calendar week of the time it is posted on the bulletin board of the City in the Municipal Service Building.

The City agrees that all work rules shall be applied equally.

## **SECTION 24**

### **LEAVE OF ABSENCE**

The MTU Manager may, with the approval of the Director of Human Resources grant an employee a leave of absence without pay for good reason when the employee's services can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) days unless unusual circumstances are evident. The use of applicable paid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal Laws.

Leave taken without pay, may result in a pro-rated vacation accrual for the following year. It is understood that pro-ration shall take into consideration "total hours" paid in the previous calendar year, i.e. 2080 hours equals one (1) full year. Approval of unpaid leave for union business shall be considered hours paid for the purposes of computing vacation and sick leave accruals.

## **SECTION 25**

### **VACATIONS**

All employees covered by this agreement who have been employed by the City of La Crosse Municipal Transit Utility twelve continuous months shall be given one (1) week of vacation with pay (40 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty-four continuous months, shall receive two (2) weeks vacation with pay (80 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility for six (6) years or more shall receive three (3) weeks vacation with pay (120 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility thirteen (13) years shall receive four (4) weeks vacation with pay (160 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty years (20) or more shall receive five (5) weeks vacation with pay (200 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty six (26) years shall receive five (5) weeks plus one (1) day vacation with pay (208 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty-seven (27) years shall receive five (5) weeks plus two (2) days vacation with pay (216 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty-eight (28) years shall receive five (5) weeks plus three (3) days vacation with pay (224 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility twenty-nine (29) years shall receive five (5) weeks plus four (4) days vacation with pay (232 hours).

Employees who have been employed by the City of La Crosse Municipal Transit Utility thirty (30) years or more shall receive six (6) weeks vacation with pay (240 hours).

In conjunction with the January run sign-up or as soon as practical thereafter, of each calendar year, the Municipal Transit Utility Manager will consult with all regular employees entitled to vacations and from such consultations the Municipal Transit Utility shall establish a working schedule for vacation periods. The Municipal Transit Utility, in determining the vacation schedules, will respect the wishes of the employees as to the time of taking vacations insofar as the needs of the service will permit. However, the Municipal Transit Utility shall allow no less than three (3) operators to be on partial week/day vacations during the months of September through May. No less than four (4) operators will be allowed to be on partial week/day vacations during the summer sign-up.

Employees may split all vacation time with the approval of management. Employees may split up to forty (40) hours a year into blocks of at least two (2) hours.

Time for taking vacations shall be chosen by the employees on a Division seniority basis.

When an employee leaves employment with the City of La Crosse, such employee shall receive pay for unused earned vacation and pro-rated vacation calculated from employment anniversary date to termination date. In order to earn all vacation for the year an employee must work past his/her anniversary date.

It is the responsibility of each employee to use all of their accumulated vacation in each calendar year. If the accrued vacation is not used it shall be forfeited.

If an employee who has accumulated vacation credits is precluded from taking the accumulated vacation credits because of their work schedule or work scheduled by their supervisor, he/she shall be permitted to carry over into the next calendar year accumulated but unused, (not to exceed two weeks) vacation provided that any such carryover shall be used during the months of January, February and March of the succeeding year. If not used by March 31<sup>st</sup> it shall be removed from the employee's accrual account.

Upon Retirement: Any payout of accrued, unused vacation shall be made to the employee's Retirement Health Savings Plan.

## **SECTION 26**

### **EMPLOYEE SICK LEAVE**

All employees shall accumulate eight (8) hours of paid sick leave which shall be credited to them for each month of employment. A month of employment for accrual shall mean a month in which the employee actually works or receives pay from the City for at least twenty (20) calendar days. The sick leave credits shall be cumulative to a maximum of one hundred and twenty (120) days.

For New Hires: Newly hired employees must have worked prior to the 15<sup>th</sup> of their first month of hire to accrue the initial day of sick leave.

At retirement or termination the employee will accrue a day of sick leave for their last month only if the last day worked is the 20<sup>th</sup> of the month or later.

Sick leave may be used for any bonafide illness, injury, or medical/dental appointments of the employee excepting those compensated for under the Wisconsin Worker's Compensation Act, and except as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in any outside employment or business.

All sicknesses or injuries of more than three (3) days duration must be verified with acceptable medical substantiation by a physician. The medical substantiation must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. Where sick leave abuse is suspected the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all absences including those of three (3) or less workdays. The City reserves the right to require such independent medical examination.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resources Department, if the employee so desires. Sick leave may be used on the first day of absence due to the employee's sickness or non-occupational accident.

Family Care Days: Employees eligible for sick leave may use up to three (3) days of accumulated sick leave credits to care for their minor dependents due to minor illness, injury or medical/dental appointments.

Use of sick leave for family care days shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.

Upon the employee's death the City will make a lump sum payment to his/her spouse/dependent/or estate equal to forty-five percent (45%) of the amount accrued, but unused sick leave earned at the time of death. Such payment shall be according to Wisconsin Statutes section 40.02 (22) (b) (6) concerning single cash sum payments

Retirement payout:

For this Section only, "retirement" shall mean that either 1) the employee applies for an immediate Wisconsin Retirement System (WRS) benefit at any time after age fifty-five (55) or takes an early WRS retirement in conjunction with a special early retirement program; or 2) the employee is at least the minimum age for which he/she would be eligible for Social Security (non-disability) benefits, however, the employee would not be required to apply for such benefits. .

- A. Employees hired prior to January 1, 2014: The City will make a lump sum payment to the retiring employee's Retirement Health Saving Account equal to fifty-five percent (55%) of the amount of accrued, but unused sick leave earned at the time of retirement.
- B. Employees hired after January 1, 2014:  
The City will make a lump sum payment to the retiring employee's Retirement Health Savings Account equal to one hundred percent (100%) of the amount of accrued, but unused sick leave earned at the time of retirement. Eligibility for sick leave payout requires 20 years of full time continuous service with the City **and** meets the definition of retirement as defined above.

An employee who retires prior to meeting the 20 years of full time continuous service with the City would receive a lump sum payment to retiring employee's Retirement Health Savings Account equal to fifty-five percent (55%) of the amount of accrued, but unused sick leave earned at the time of retirement.

Personal Business: Employees may use three (3) days of accumulated sick leave credit for personal business each calendar year, provided, however, that the employee shall notify his supervisor at least twenty-four (24) hours prior to the time off requested. Requests for personal business are subject to management approval, based on needs of the department. Such credit shall be deducted in a like amount from sick leave accumulation. Employees who have not accumulated sick leave shall not be permitted such time off.

## **SECTION 27**

### **FAMILY AND MEDICAL LEAVE**

City of La Crosse has established a Family and Medical Leave Act policy pursuant to the Federal and Wisconsin Family and Medical Leave Act.

## **SECTION 28**

### **BEREAVEMENT LEAVE**

In the event of a death in the employee's "priority family", "immediate family" or "other relations", the employee will be allowed time off without loss of pay or sick leave credits. No funeral leave will be allowed if the employee is on vacation, sick leave for illness or injury, lay-off, or any other paid or unpaid leave of absence.

#### **Priority Family**

Priority family shall be defined as the employee's parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for Priority Family shall be allowed up to six (6) shift days off and shall be used from the date of death through two (2) weeks from the date of death.

#### **Immediate Family**

Immediate family shall be defined as the employee's, or the employee's legal spouse's grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the day of death up to and including the day after the funeral. Bereavement leave for Immediate Family shall be allowed up to three (3) shift days off.

#### **Other Relations**

Other relations shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law; and aunt or uncle of the employee. Bereavement leave for Other Relations shall be allowed one (1) shift day off.

## **SECTION 29**

### **PENSION PLAN**

All full time employees will be covered by the Wisconsin Retirement System (WRS).

Effective January 1, 2012 employees are required to pay fifty percent (50%) of the total Wisconsin Retirement System contribution rate.

## **SECTION 30**

### **CLASSIFICATION AND WAGE SCHEDULES**

The salaries of full time employees shall be set out on exhibit "A" and "B" attached hereto and made a part of this agreement. Schedule "A" reflects a wage adjustment of two and a half percent (2.5%) effective January 7, 2019. Salary schedule "B" reflects a two and a half percent (2.5%)

wage adjustment effective January 6, 2020.

Employees shall progress to the next applicable pay step on the employee's anniversary date.

Direct deposit of paychecks shall be a mandatory condition of employment.

## **SECTION 31**

### **LONGEVITY**

Longevity pay is intended to recognize long and faithful service, particularly where the opportunity for advancement is limited.

Full time employees shall receive longevity pay as follows:

After eight (8) years of continuous service 20 cents per hour shall be added to the employee's pay.

After twelve (12) years of continuous service 30 cents per hour shall be added to the employee's pay.

After sixteen (16) years of continuous service 40 cents per hour shall be added to the employee's pay.

After twenty (20) years of continuous service 50 cents per hour shall be added to the employee's pay.

After twenty-four (24) years of continuous service 60 cents per hour shall be added to the employee's pay.

Employees qualifying for additional pay because of length of service shall receive the additional pay effective on the anniversary of their date of hire.

## **SECTION 32**

### **FEDERAL TRANSIT ACT, SECTION 49 U.S.C. 5333 (b)**

The Union and the City agree that the provision of the Federal Transit Act, Section 49 U.S.C. 5333 (b) historically referred to as Paragraph 13, Section (c) shall remain in effect for the duration of this labor agreement.

## **SECTION 33**

### **PART-TIME EMPLOYEES**

#### **A. Part -Time Operators**

For the purpose of limiting the use of part-time employees, it is agreed that the Municipal

Transit Utility may utilize a number of part-time operators which is no more than twelve percent (12%) of the number of regular full time operators, for example: 12% of 33 full time operators = 3.96 or 4 employees. The number is rounded up to the next whole number if above .50, and .50 and below equals the lower number. With 33 full time operators it is agreed that the Municipal Transit Utility may designate up to four (4) rotating daily extra list slots, not to be the bottom members of the existing seniority list.

No existing runs at the time of the contract may be altered for purposes of part time work. Part-time operators may be used on a year round basis.

All use of part-time operators may not exceed 3400 hours per year, excluding training time. Wages for part-time operators are determined by cumulative driving hours as an MTU Operator.

January 7, 2019 part-time wages

Step 1 (new hires)	\$17.37
Step 2 – completion of 1040 cumulative hours of MTU driving	\$18.44
Step 3 – completion of 2080 cumulative hours of MTU driving	\$19.45
Step 4 – completion of 3120 cumulative hours of MTU driving	\$20.51

January 6, 2020 part-time wages

Step 1 (new hires)	\$17.80
Step 2 – completion of 1040 cumulative hours of MTU driving	\$18.90
Step 3 – completion of 2080 cumulative hours of MTU driving	\$19.94
Step 4 – completion of 3120 cumulative hours of MTU driving	\$21.02

Retired MTU drivers who are rehired as part-time operators would be placed at step 4 based upon cumulative hours of MTU driving.

Management reserves the right to hire new operators above step 1 based on previous work/driving experience. Such determination will be on a case by case basis, and will be the sole discretion of management.

B. Part-Time Service Workers

The Municipal Transit Utility may use up to 1,400 hours of part-time service workers each calendar year. Part-time service workers shall be paid \$10.00 to \$13.50 per hour with no benefits.

All part-time service workers are excluded from the bargaining unit.

C. Benefits for Part-Time Employees

It is agreed that the assignment of part-time employees is an exclusive management function. It is further understood that represented part time operators are not covered by the



provisions of this collective bargaining agreement, except this section, i.e. Section 34.

D. Part-Time Employees/Lay Off Status

The City agrees that it cannot employ any part-time employees if any bargaining unit employee is on lay-off status except as modified by Section 8 – Lay-Off and Recall, paragraph E.

## **SECTION 34**

### **SPECIAL PART-TIME EMPLOYEES**

A. Special Part-Time Operators

The parties agree that the Municipal Transit Utility may hire "special part-time employees" to fill in for any full-time employee that is unavailable for work. Effective January 7, 2019 "special part-time operators" shall be paid \$17.31 - \$20.51 per hour without benefits. Effective January 6, 2020 "special part-time operators" shall be paid \$17.80 - \$21.02 per hour without benefits.

B. Special Part-Time Bus Technician Assistants

"Special part-time bus technician assistants" shall be paid \$12.00 - \$16.00 per hour without benefits.

C. Special Part-Time Service Workers

"Special part-time service workers" shall be paid \$10.00 to \$13.50 per hour without benefits.

D. Use of Special Part-Time Employees

Such "special part-time employees" may only be utilized to fill in for employee absences of at least one (1) week and may not be utilized in this capacity after the regular full time employee returns to work.

When a position becomes vacant (i.e. incumbent employee retires or resigns/terminates his/her employment with MTU) a Special part-time employee may be utilized for a period not to exceed 90 days, provided that the City is making a good faith effort to hire a full time replacement worker. It is further understood that if the vacancy remains open after 90 days all such hours (after 90 days) shall count against the part-time employee cap contained in Section #33 – Part-time Employees.

It is understood that management reserves the right to declare its intentions not to fill a vacancy at any time. It is further understood that the Municipal Transit Utility will not utilize such special part-time employees to fill in for bus operators and/or Bus Technician while on vacation, but may do so for service workers on vacation. Special part-time

employees shall not count against the part-time employee caps contained in Section #33 – Part-time Employees.

E. Bargaining Unit Status

Special part-time employees defined above are not included in the bargaining unit and are not covered by the provisions of the collective bargaining agreement.


## SECTION 35

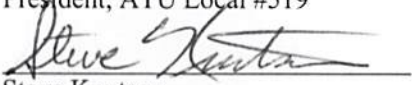
### TERM OF AGREEMENT

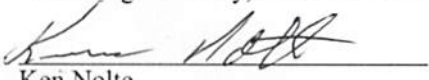
The term of the contract is January 1, 2019 through December 31, 2020. Either party desiring to negotiate changes in this agreement shall notify the other party in writing at least sixty (60) days prior to December 31, 2020 and such notice shall include therein the modifications desired.

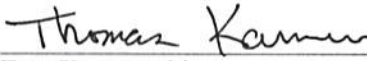
Entered into this 15<sup>th</sup> day of February, 2019.

### AMALGAMATED TRANSIT UNION LOCAL 519, AFL-CIO

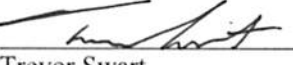
  
Todd Strasser  
President, ATU Local #519

  
Steve Knutson  
Recording Secretary, ATU Local #519


  
Ken Nolte  
Executive Board Member, ATU Local #519


  
Tom Kamrowski  
Vice President, ATU Local #519

  
Cherze Yang  
Executive Board Member, ATU Local #519

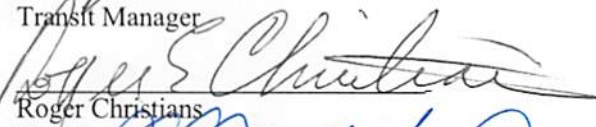
  
Trevor Swart  
Executive Board Member, ATU Local #519

### CITY OF LA CROSSE

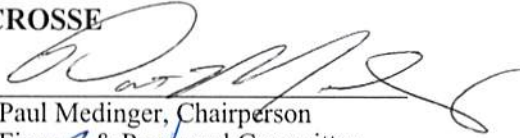
  
Timothy Kabat  
Mayor

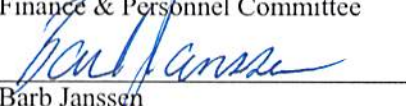
  
David A. Buroker  
Deputy Director of Human Resources

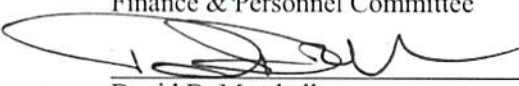
  
Adam Lorentz  
Transit Manager

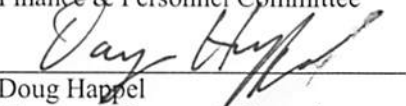
  
Roger Christians  
Finance & Personnel Committee

  
Phil Ostrem  
Finance & Personnel Committee

  
Paul Medinger, Chairperson  
Finance & Personnel Committee

  
Barb Janssen  
Finance & Personnel Committee

  
David D. Marshall  
Finance & Personnel Committee

  
Doug Happel  
Finance & Personnel Committee

**CITY OF LA CROSSE  
2019 TRANSIT WAGE SCHEDULE FOR EMPLOYEES**

**Exhibit A**

**Effective  
January 7, 2019**

**OPERATOR**

0-12 MONTHS	\$20.10
12+ - 24 MONTHS	\$20.83
24+ - 36 MONTHS	\$21.59
36+ - 48 MONTHS	\$24.42
48+ MONTHS	\$26.01

**BUS TECHNICIAN**

Base Rate	\$25.29
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**SERVICE WORKER**

0 - 12 MONTHS	\$19.29
12+ - 24 MONTHS	\$20.03
24+ - 36 MONTHS	\$20.80
36+ - 48 MONTHS	\$23.72
48+ MONTHS	\$25.38

**TRANSIT SERVICE REPRESENTATIVE**

0 – 12 MONTHS	\$17.98
12+ - 24 MONTHS	\$18.48
24+ - 36 MONTHS	\$19.00
36+ - 48 MONTHS	\$20.10
48_ - 60 MONTHS	\$21.22
60+ - 72 MONTHS	\$22.43
72+ MONTHS	\$23.66

**CITY OF LA CROSSE  
2020 TRANSIT WAGE SCHEDULE FOR EMPLOYEES**

**Exhibit B**

**Effective  
January 6, 2020**

**OPERATOR**

0-12 MONTHS	\$20.60
12+ - 24 MONTHS	\$21.35
24+ - 36 MONTHS	\$22.13
36+ - 48 MONTHS	\$25.03
48+ MONTHS	\$26.66

**BUS TECHNICIAN**

Base Rate	\$25.92
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**SERVICE WORKER**

0 - 12 MONTHS	\$19.77
12+ - 24 MONTHS	\$20.53
24+ - 36 MONTHS	\$21.32
36+ - 48 MONTHS	\$24.31
48+ MONTHS	\$26.01

**TRANSIT SERVICE REPRESENTATIVE**

0 – 12 MONTHS	\$18.43
12+ - 24 MONTHS	\$18.94
24+ - 36 MONTHS	\$19.48
36+ - 48 MONTHS	\$20.60
48_ - 60 MONTHS	\$21.75
60+ - 72 MONTHS	\$22.99
72+ MONTHS	\$24.25

**MEMORANDUM OF UNDERSTANDING #1  
JOINT LABOR MANAGEMENT COMMITTEE (JLMC) AND SAFETY COMMITTEE**

December 10, 2018



Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO

RE: Understandings Reached in Bargaining  
The 2019 -2020 Collective Bargaining Agreement

Dear Todd:

This letter is to confirm the understanding reached by the parties during negotiations for the 2019-2020 collective bargaining agreement. The parties agreed that the existing Joint Labor Management Committee (JLMC) will meet three (3) times per year. In addition, the Safety Committee, consisting of up to five (5) union members selected at the union's discretion, will meet one (1) time a month, for one hour.

AGREEMENT

 _____ Todd Strasser President, ATU Local #519, AFL-CIO	3/14/19 (date)	 _____ David A. Buroker Deputy Director of Human Resources City of La Crosse	3/14/2019 (date)
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**MEMORANDUM OF UNDERSTANDING #2  
VOLUNTARY DENTAL PLAN**

December 10, 2018

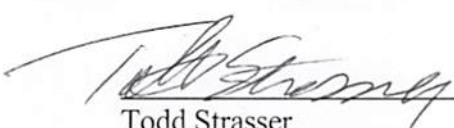
Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO

RE: Understandings Reached in Bargaining the 2017-2018 Collective Bargaining Agreement


Dear Todd:

This is to confirm an agreement made in negotiations for the 2019-2020 collective bargaining agreements. The City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to full time bargaining unit members.

AGREEMENT

  
\_\_\_\_\_  
Todd Strasser  
President, ATU Local #519, AFL-CIO

3/14/19  
(date)

  
\_\_\_\_\_  
David A. Buroker  
Deputy Director of Human Resources  
City of La Crosse

3/14/2019  
(date)

**MEMORANDUM OF UNDERSTANDING #3  
TRANSIT SERVICE REPRESENTATIVE**

December 10, 2018

Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO

Dear Todd:

This letter is to confirm the understanding reached by the parties during negotiations for the 2014 collective bargaining agreement. The parties agreed that the incumbent Transit Service Representative will be accreted into the ATU Local #519 collective bargaining agreement. As such, the following benefits apply to incumbent Sonna Severson Jacobs:

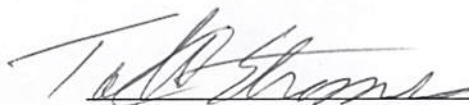
**Longevity:**

Longevity premium shall be paid at the rate of \$.65 per hour based on twenty (20) years of continuous service.


**Probationary Period:**

It is understood that incumbent has met the probationary period as of January 1, 2014.

**AGREEMENT**

  
\_\_\_\_\_  
Todd Strasser  
President, ATU Local #519, AFL-CIO

3/14/19  
(date)

  
\_\_\_\_\_  
David A. Buroker  
Deputy Director of Human Resources  
City of La Crosse

3/14/2019  
(date)



**MEMORANDUM OF UNDERSTANDING #4  
TRANSIT SERVICE REPRESENTATIVE – STEP PLACEMENT**

December 10, 2018


Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO


Dear Todd:

This letter is to confirm the understanding reached by the parties during the negotiations for the 2015-2016 collective bargaining agreement.

The incumbent Transit Service Representative, Sonna Severson Jacobs, will be paid step 7 rate inclusive of longevity. Any Transit Service Representative hired after January 1, 2015 could be placed anywhere on the wage grid; said placement shall not be subject to the grievance procedure. Newly hired Transit Service Representative shall earn longevity per the collective bargaining agreement.

AGREEMENT

 3/14/19  
Todd Strasser (date)  
President, ATU Local #519, AFL-CIO

 3/14/2019  
David A. Bureker (date)  
Deputy Director of Human Resources  
City of La Crosse

**MEMORANDUM OF UNDERSTANDING #5  
RETRIEVED ON-BOARD CAMERA RECORDINGS**

December 10, 2018

Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO

Dear Todd:

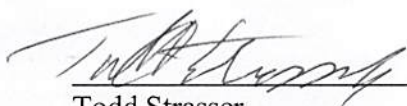
This letter is to confirm the understanding reached by the parties during negotiations for the 2017-2018 collective bargaining agreement. The parties agreed to the following regarding the retrieved on-board camera recordings:

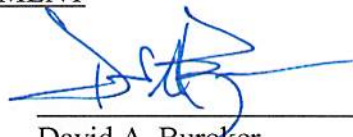
Transit management shall document when hard drives are pulled due to complaints or reported concerns and the resolution of such. Documents shall be limited to:

- Date hard drive pulled
- General nature of complaint or reported concern
- Management staff member reviewing the hard drive
- Run and bus number
- Resolution (under review, unfounded or reviewed with employee)

Such electronic documentation shall be available for viewing within seven (7) calendar days upon transit management's receipt of the written request by the ATU Local #519 President. Viewing of the electronic documentation shall be by the ATU Local #519 President (or his/her union board member designee) and shall be conducted during off-duty time. Electronic documentation is subject to applicable State and Federal record retention laws. :

AGREEMENT

 3/14/19  
\_\_\_\_\_  
Todd Strasser (date)  
President, ATU Local #519, AFL-CIO

 3/14/2019  
\_\_\_\_\_  
David A. Buroker (date)  
Deputy Director of Human Resources  
City of La Crosse

**MEMORANDUM OF UNDERSTANDING #6  
MEETING WITH NEW EMPLOYEES**

December 10, 2018

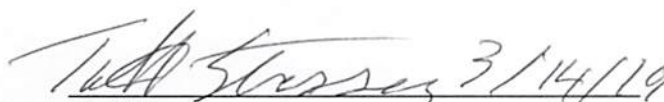
Mr. Todd Strasser, President  
ATU Local #519, AFL-CIO


Dear Todd:

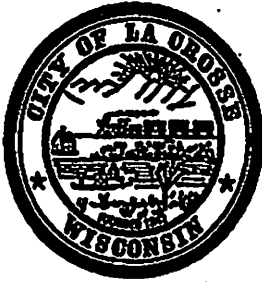
This letter is to confirm the understanding reached by the parties during the negotiations for the 2019-2020 collective bargaining agreement.

As agreed, the Union will be allowed to meet with new employees for up to 30 minutes at a mutually agreeable time within the employee's first 3 days of employment. The purpose of this meeting is to present Union information and discuss the collective bargaining agreement.

AGREEMENT

  
\_\_\_\_\_  
Todd Strasser (date)  
President, ATU Local #519, AFL-CIO

  
\_\_\_\_\_  
David A. Buroker (date)  
Deputy Director of Human Resources  
City of La Crosse



# CITY OF LA CROSSE

## HUMAN RESOURCES

400 La Crosse St  
La Crosse WI 54601-3396  
(608) 789-7595  
Fax (608) 789-7598

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

James W. Geissner  
Director of Human Resources  
[geissnerj@cityoflacrosse.org](mailto:geissnerj@cityoflacrosse.org)

Andra M. Tooke  
Employee Benefits Coordinator  
[tookea@cityoflacrosse.org](mailto:tookea@cityoflacrosse.org)

Wendy K. Oestreich  
Human Resources Coordinator  
[oestreichw@cityoflacrosse.org](mailto:oestreichw@cityoflacrosse.org)

Amy M. Spriggle  
Human Resources Specialist  
[sprigglea@cityoflacrosse.org](mailto:sprigglea@cityoflacrosse.org)

Angela R. Leisso  
Human Resources Assistant  
[leissoa@cityoflacrosse.org](mailto:leissoa@cityoflacrosse.org)

TO: Dale Anderson, President – ATU Local #519

FROM: Jim Geissner, Director of Human Resources


DATE: December 20, 2006

RE: Martin Luther King Day – 2007

The following is an understanding of the administration of Martin Luther King Day, effective in 2007.

1. If Martin Luther King holiday falls on an employee's off day, the employee shall receive eight (8) hours of holiday pay or eight (8) hours of comp time at the employee's option.
2. If Martin Luther King holiday is celebrated on an employee's regular scheduled work day, the employee shall receive, in addition to regular hours worked, eight (8) hours of holiday pay at straight rate; or eight (8) hours of comp time at the employee's option.
3. All comp time earned under this provision shall be used in the year that it is earned, or it is forfeited. All comp time must be used in eight (8) hour increment.
4. The Martin Luther King holiday benefit shall be administered similar to the floating holidays contained in the ATU/City collective bargaining agreement.
5. For payroll purposes Martin Luther King holiday will be reflected on employees timesheets and paychecks as a floating holiday.

  
Jim Geissner, Director of HR (date) 12-20-06

  
Dale Anderson, President (date) 12-20-06  
ATU Local #519

  
Keith Carlson, Transit Manager (date) 12-20-06