

**LABOR AGREEMENT**  
**BETWEEN**  
**GENERALTEAMSTERS**  
**LOCAL UNION NO. 200**  
**AND**  
**CITY OF RACINE**



**January 1, 2025 to December 31, 2026**

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THIS AGREEMENT WAS MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF RACINE, hereinafter referred to as Employer and employees of the City of Racine, through GENERAL TEAMSTERS, LOCAL UNION NO. 200 Racine, Wisconsin, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, as sole bargaining agents of the aforementioned employees who come under the jurisdiction of the Union.

WITNESSETH:

## **ARTICLE 1. THE AGREEMENT**

The Employer and the Union agree to be bound by the terms of the agreement specified herein. This Agreement shall become effective January 1, 2025, and shall remain in effect through December 31, 2026.

The Employer and employees covered by this Agreement agree to work toward a peaceful adjustment and settlement of any and all grievances, disputes and differences, which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as possible, uniform conditions that will tend to stabilize and encourage the harmonious cooperation between the Employer and the employees, both parties have entered into this Agreement.

## **ARTICLE 2. UNION SECURITY CLAUSE**

It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this agreement shall make application for membership in the Union immediately upon commencement of the term of employment and become a member of the Union on or immediately after the thirtieth (30th) day following the beginning of their employment and that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union. The failure of any person to make application to and become a member of the Union within said period of time shall obligate the Employer, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his union membership in good standing by failure to pay periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. This section shall apply to the extent permitted by State Law.

### **Probationary Employees.**

A new employee shall work under a ninety (90) calendar day probationary period beginning from the day the employee completes training and enters into regular service, which is defined as the first day driving in revenue service (following a satisfactorily completed mentored session). An employee's probationary period may be extended for thirty (30) calendar days by mutual agreement of the Employer and the Union.

During this period the employee may be discharged without further recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement or

discriminate against Union members. After the probationary period, the employee will be placed on the seniority list from his/her original date of hire.

### **ARTICLE 3. CHANGE OF TRANSIT MANAGER**

This Agreement shall be binding upon the parties hereto, their successor administrators, executors and assigns. In the event that a new or different Transit Manager is employed by the City of Racine during the term of this Agreement, the provisions of this Agreement shall remain in full force and effect in accord with the guarantees granted to the Union, pursuant to the provisions of the 13 (c) agreement entered into between the Union and the City of Racine.

### **ARTICLE 4. SENIORITY**

Seniority rights shall be observed in each department, except as otherwise provided in this agreement and it is understood that this agreement consists of seven departments:

1) Clerical, 2) Mechanic, 3) Mechanic's Helper, 4) Fixed Route Operators, Para-Transit Operators and Dispatchers, 5) Facility Maintenance and 6) Information Clerk, 7) Extra Board Fixed Route Operator.

Operators' seniority shall be observed on three separate lists: Full-Time Fixed Route Operators; Part-Time Fixed Route Operators; and Para-Transit Operators. Para-Transit Operators will become eligible for Part-Time Fixed Route seniority when there is an opening on the Part-Time Fixed Route seniority list. Para-Transit Operators must move to the Part-Time Fixed Route seniority list before being eligible to transition to the Full-Time Fixed Route Operators list.

If a Para-Transit Operator requests to become a Fixed Route Operator and is moved to the part-time fixed route seniority list, that fixed route date will be used as the determining factor for eligibility in moving to Full-Time Fixed Route Operator and the picking of the platform hours that said position entails.

All employees whose classifications are affected by this proposal will be classified as 4) Fixed Route Operators without loss of seniority. In case of layoff the original seniority date of hire will apply.

Employer agrees that seniority lists by job classifications shall be posted, updated whenever a change occurs, in a conspicuous place on the premises of Employer and a copy mailed to the Union.

In the event of a layoff, the employee(s) with the least job classifications seniority in the affected job classification shall be displaced first. Training or retraining will be available if required by the provisions of Section 13 (c) of the Urban Mass Transportation Act of 1964, as amended.

No full-time employee(s) shall be laid off if such employee(s) is qualified for and has the ability to perform the work of any part-time employee employed in the same classification.

Employees on lay-off shall keep the Employer advised as to their current mailing address. Employees recalled shall be notified of the recall by certified mail and shall advise the Employer of their availability for work within ten (10) calendar days of the date of the recall

notice. Those who do not respond or who do not report for work without a valid reason or excuse shall be considered voluntary quits.

The above lay-off and recall provisions shall not apply when the lay-off is of a duration that causes an employee to lose seniority. Employees on lay-off for more than five (5) years, or his/her length of seniority whichever is shorter, shall lose their seniority.

All questions concerning seniority rights shall be referred to the Employer and Union for adjustment and settlement. Employees starting training on the same day will have their seniority date varied as determined by drawing the names from a hat by a bargaining unit member, upon completion of probation, so that there will be no ties in terms of seniority. Seniority applies to full-time employees only. No seniority shall accrue while an employee is a part-time employee. Seniority acquired in classification or department shall not be allowed to be carried over to another department or classification. If a part-time employee passes up the first offer and takes a full-time position later, his date of hire shall be the last time they were offered full-time position, which shall become their seniority date. If a full-time driver is forced to return to part-time status, he/she will be placed on the part-time seniority list with his/her original date of hire. If a full-time driver volunteers to return to part-time status, he/she will be placed on the bottom of the part-time list.

Part-time employees shall receive their original date of hire when taking the first offered opening on full-time.

### **Schedule Pick Guidelines**

Route assignment "pick sheet" shall be held three times per year, taking effect each Sunday closest to New Year's Day, Memorial Day, and Labor Day. Pick sheet shall be posted no less than thirty (30) days prior to its effective date. Operator(s) will pick by seniority upon posting of the pick.

When requested, Union Stewards or Dispatchers shall be allowed to initial for an operator who is unavailable due to vacation or sick leave. Operators who are not available for route picks, must indicate five (5) choices by priority, in writing to the dispatcher.

Operators who are on an indefinite sick leave or work-related injury, with no return-to-work date, are only allowed to initial. Upon return from leave, such operator will be placed in his/her initialed assignment. Operators who sign behind "sick-leave" assignment that are initialed, shall be placed in the remaining open assignment.

When a vacancy becomes available, with more than ninety (90) days before the next schedule pick, a re-pick shall take place starting at the vacant spot down on the seniority list until all operators below the vacancy have picked.

In the event of a major service change, hours of service or platform schedule change, a complete route assignment will be re-picked before the change takes effect, if at all possible.

Seniority within each seniority group shall be applicable to all job openings. Vacancies and new positions to be posted within a thirty (30) day probationary period. The General Manager may

extend the probationary period for an additional thirty (30) days upon written notice to the employee and Union. Openings will be filled by the employer giving preference to the senior employee, providing such employee is qualified to perform the work available. When qualifications of an employee are questionable, up to a thirty (30) day trial period will be provided the applicant. If he or she does not adequately fill the opening or vacancy to the Employer's satisfaction, he or she will be returned to their former position. If the employee is dissatisfied with the posted job at the end of thirty days and wishes to return to his/her previous job, he/she shall have the right to do so. During the probationary period, the employee shall be paid at the pay rate of the classification of the posted job. In the event the employee elects to return to his/her original job or is returned to that job during the probationary period, he/she shall retain his/her seniority (including the time spent in the posted job) in the original job. All job openings within the bargaining unit shall be posted for seven (7) calendar days prior to the Employer filling the vacancy from the outside. The posting shall include the applicable job requirements and selection criteria. The Union shall be given a copy of the posting. The Employer retains the right to select the candidate it feels has the best qualifications to fill the position and to reject any candidate if it believes that candidate is not qualified.

When a shift, hour change or route becomes open and available, it will be assigned to the next seniority drivers, below the opening on the posting upon approval of the Union. When a shift, hour change or route becomes open and available and there is not a ninety (90) day period before the next pick, drivers from that opening down will re-pick according to seniority, with the next part time driver then becoming a full-time driver.

A.M. routes will be filled in by P.M. route drivers during vacations or extended illness if the P.M. driver so desires whenever possible. If the relief driver does not accept, the Employer will assign to a Part-Time Fixed Route Operator.

A.M. routes will be filled in by P.M. route drivers whenever full week is possible. If the P.M. driver so desires, whenever possible, A.M. drivers to be asked first when P.M. routes are available. It is the responsibility of the substitute driver to inquire as to the return date of the original driver.

Employees shall request a trade of working day/days off on forms provided by management before the requested trade. Any dispute concerning the ability to trade working day/days off shall be resolved by management. Trades may not result in additional overtime pay in accordance with the contract. A trade is defined as an exchange of working days between two (2) employees.

Employees who are off because of sickness or injury shall maintain their seniority.

In the posting of a new bump sheet for route picking, the following shall apply:

If there is a vacancy on any full-time route due to retirement, quit, extended known illness, etc., with more than ninety (90) days before the next Route Bump Sheet Pick, a new Route Bump Sheet Pick shall be posted.

## **ARTICLE 5. CHECK-OFF DUES**

Upon receipt of a written authorization in a form agreed upon the Employer and the Union, signed by an employee covered by this Agreement, Employer agrees to deduct from the pay of such employee the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which they are made.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for each month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of the statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Union or such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

### **D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all payroll periods worked. The phrase "pay period worked: excludes any pay period other than a pay period in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made, which is prohibited by applicable law.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by to the Employer.

The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement.

Note: The Employer has agreed to administer D.R.I.V.E. deductions in the same manner and schedule as Union dues per agreement signed 8/12/08.

## **ARTICLE 6. UNION ACTIVITIES AND DISCRIMINATION**

The Employer agrees that it will not discriminate against any member of the Union because of Union activities or because of time taken off for such Union activities provided, however, that it shall not be required to pay for such time taken off and provided that reasonable notice of time to be taken off is given to the Employer and that such time off in the opinion of the Employer will not impair the necessary operation of the Employer. The meetings of the grievance committee shall not be subject to such notice. The Employer shall be responsible to find a suitable replacement for the Steward/alternate while they are on Union business.

The Chief Steward or Alternate Steward shall be allowed reasonable time off, without loss of wage for grievance hearings.

It is agreed that any employee who has been elected or appointed to an office in Local 200 which will require his/her absence from duty shall, at the expiration of such office, be reinstated in his/her former position including all his/her seniority rights and other rights then common to other employees, provided he/she meets the then existing qualifications for the position.

Negotiating Committee. The Employer agrees to grant time off with pay to at least two (2) employees to attend negotiations sessions. The employer and the Union agree to equally split the employees regularly scheduled work hours for attendance at negotiating sessions.

## **ARTICLE 7. LEAVE OF ABSENCE**

Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for twelve (12) weeks and may be extended by the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

Inability to work because of proven sickness or injury shall not result in loss of seniority rights. In case of sickness or injury, either Employer or the Union has the right to require the employee to submit to examination by a qualified medical person, provided, however, that the employee shall in no case bear any expense entailed and provided further that any such examination shall be considered in determining whether a leave of absence due to illness or injury shall continue.

An employee may maintain his/her seniority for one (1) year while on leave. Employees must exhaust all paid and unpaid leave prior to going out on an extended leave, any previously approved paid time off will be protected. Within seven (7) calendar days of a visit to a physician treating the condition(s) related to the absence, employees must provide a doctor's certification stating the need for a leave of absence, when the employee is expected to return to work, and when the employee's next appointment is. When all paid and unpaid leave is exhausted, including Short Term Disability, failure to provide the above medical updates will lead to loss of seniority and/or termination.

## **ARTICLE 8. PROTECTION OF RIGHTS**

Section 1. Picket Line. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property



involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket lines at the Employer's places of business.

**Section 2. Struck Goods.** It shall not be a violation of this agreement and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which their employer undertakes to perform as an ally of an employer or person whose employees are legally on strike and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

**Section 3. Maintenance of Standards**

The employer agrees that all conditions of employment pertaining to its individual operation relating to wages, health and welfare retirement savings plan, hours of work, overtime differentials and general working conditions, shall be at not less than the minimum standards in effect on the effective date of this agreement. Conditions of employment shall be improved whenever specific provisions for such improvements are made elsewhere in this agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the union in applying the terms and conditions of this agreement if such error is corrected within 90 days from date of the error.

**ARTICLE 9. POSTED RULES**

It is agreed between the parties hereto that any Employer posted rules that have been approved by the Union must be observed by the employees. All present employees shall be given a copy of such rules and new drivers shall be given a copy of such rules upon hiring. The following rules and regulations as set forth and the penalties to be charged for the violations of these rules are placed into effect so that all employees may know what duties are required of them in the general conduct of the Employer's business. Discipline imposed under these rules and regulations must be imposed within seven (7) working days of the violation. Any grievance resulting from discipline of any of the violations must be filed with the Employer within seven (7) working days of the letter of discipline. Members of the Union shall not be reprimanded within hearing distance of the public or other members of the Union. All advisory letters will not be placed in the employee's file.

Employees on suspension will not be called into work. If operational needs require additional manpower, the employees will look to the overtime list to fill the need.

**1. ACCIDENTS**

**(a) Major chargeable**

Discipline for all employees involved in accidents charged on a nine-month period shall be as follows:  
1st accident - written reprimand  
2nd accident - subject to immediate discharge.

Incidents, which become the basis for use of this rule, must involve personal injury or loss of five thousand dollars (\$5,000.00) or more.

**(b) Minor chargeable**

First Offense - written reprimand  
Second Offense - written reprimand  
Third Offense - written reprimand

Fourth offense - subject to immediate discharge.

Incidents, which become the basis for use of this rule, must involve direct loss of five hundred dollars (\$500.00) or more, not to exceed \$4,999.99.

- |  |   |
|--|---|
| (c) Failure to report all accidents & personal injury or major accident immediately                          | First Offense - written reprimand<br>Second Offense - subject to immediate discharge.   |
| (d) Reckless or careless driving, traffic violation and speeding charges by Employer management or by police | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge |

## **2. EQUIPMENT**

- |                              |  |
|------------------------------|--|
| (a) Unauthorized use         | Subject to immediate discharge   |
| (b) Tampering with equipment | Subject to immediate discharge   |
| (c) Intentional damage       | Subject to immediate discharge and required to pay cost of damages if so ordered by a court of law |

## **3. CONDUCT**

- |   |   |
|---|---|
| (a) Drinking alcohol on duty or on Employer's property  | Subject to immediate discharge  |
| (b) Use of drugs, other than prescription, on duty or on Employer's property  | Subject to immediate discharge  |
| (c) Drinking or use of drugs at any time prior to reporting for work, where employees condition is such that it may affect the proper performance of duties | Penalties - See Drug and Alcohol Policy   |
| (d) Discourtesy to Customers - defined as mistreatment and/or rudeness to customers   | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge |
| (e) Theft or dishonesty of a serious nature   | Subject to immediate discharge  |
| (f) Disobeying orders from supervisory personnel  | First Offense - written reprimand<br>Second Offense - written reprimand   |

designated by Employer (Names to be posted)	Third Offense - written reprimand Fourth Offense - subject to immediate discharge
(g) Filing of false or incomplete employment application within 60 days of employment	Subject to immediate discharge
(h) Smoking or permitting customers to smoke on the bus	First Offense - written reprimand Second Offense - written reprimand Third Offense - written reprimand Fourth Offense - subject to immediate discharge
(i) Permitting relatives, friends or any unauthorized persons free rides	First Offense - written reprimand Second Offense - written reprimand Third Offense - written reprimand Fourth Offense - subject to immediate discharge
(j) Reporting to work out of Employer uniform, un- clean or in filthy, shabby clothing	First Offense - written reprimand Second Offense - written reprimand Third Offense - written reprimand Fourth Offense - subject to immediate discharge
(k) Possession of firearms, knives or other weapons while working	Subject to immediate discharge
(l) Playing of radio and/or any electronic device by the driver while on duty	First Offense - written reprimand Second Offense - written reprimand Third Offense - subject to immediate discharge
(m) Passing up customers attempting to reach the bus stop	First Offense – written reprimand Second Offense – written reprimand Third Offense – written reprimand Fourth Offense – subject to immediate discharge
<b>4. <u>REPORTS</u></b>	
(a) Failure to record and report necessary data required by the Employer for City, State and Federal governments	First Offense - written reprimand Second Offense - written reprimand Third Offense - written reprimand Fourth Offense - written reprimand Fifth Offense - subject to immediate discharge
(b ) Failure to report off-route information to dispatcher at specified time	First Offense - written reprimand Second Offense - written reprimand Third Offense - written reprimand Fourth Offense - subject to immediate discharge

## **5. DRIVING SCHEDULE**

- |   |   |
|---|---|
| (a) Failure to complete run in scheduled time without satisfactory explanation                          | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge |
| (b) Failure to maintain accurate schedule at all points without satisfactory explanation                | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge |
| (c) Failure to follow route as designated by Employer, City, and/or Public Service Commission Authority | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge |

## **6. ATTENDANCE**

- |   |  |
|---|--|
| (a) Absent three (3) successive scheduled work days without notification to the Employer  | Voluntary quit   |
| (b) Failure to notify authorized Employer personnel not less than forty-five (45) minutes before regular show up time when unable to report for duty  | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - subject to immediate discharge  |
| (c) Tardiness or failure to notify Employer of intent to report to work prior to report time  | First Offense - written reprimand<br>Second Offense - written reprimand<br>Third Offense - written reprimand<br>Fourth Offense - written reprimand<br>Fifth Offense – subject to immediate discharge.  |
| (d) Employees are allowed one unexcused absence a month. In the case of an unexcused absence, it is the employee's responsibility to provide a doctor's statement to the Employer within one (1) day of their return to work. First Offense-written reprimand- Second Offense-subject to immediate discharge. |  |
| (e) Failure of part-time to respond within fifteen (15) minutes to call from dispatcher or refusal of hours   | First Offense (2 instances) - advisory<br>Second Offense (4 instances) - written reprimand<br>Third Offense (6 instances) - written reprimand<br>Fourth Offense (8 instances) - written reprimand<br>Fifth Offense (10 instances) - subject to immediate discharge |

## **7. ELECTRONIC SURVEILLANCE EQUIPMENT**

Electronic surveillance equipment used in the information center and garage/service building. Camera equipment and anticipated equipment to be used for automatic vehicle location system will not be used as the sole basis for discipline. In the event of an accident, incident, or complaint, the Employer will view the DVR record for the event or complaint. The only exceptions will be in the case of theft, vandalism or assault. Any misconduct confirmed by videotapes will result in disciplinary action in accordance with Article 9.

## **8. CELL PHONE USAGE/TEXTING WHILE DRIVING**

First offense	3-day suspension
Second offense	subject to termination

Operators must pull over at the next bus stop to answer or return an operations related call and will not be disciplined for doing so.

Accidents involving cell phone usage will result in termination on the first offense.

The Employer and the Union agree that the Employer has the right to discipline any employee for violation of any of the above rules and regulations up to and including the maximum penalty. Further, the Employer and the Union agree that any penalty or lack of penalty assessed by the Employer will not be considered a precedent or act as a waiver on any other violation of the above rules and regulations.

Each offense against an employee's record shall cancel after one hundred eighty (180) days. However, attendance violations under 9.6(d) and 9.6(e) shall cancel after two hundred seventy (270) days. Cell phone offenses shall not cancel after one hundred eighty (180) days.

## **ARTICLE 10. COLLECTIONS & SURVEYS**

Exact fare system that is now in effect will be maintained for the life of this agreement.

It is agreed that when surveys are required, the drivers shall receive an additional fifty cents (\$0.50) per hour.

## **ARTICLE 11. RESPONSIBILITIES**

The Employer will post signs in all buses prohibiting the playing of all radios, tape recorders or electronic headsets and no foul language while on the bus.

The Employer agrees that in no case shall any employee be required to pay any charges to cover bond, insurance, upkeep of any equipment, any telephone or radio service, any gasoline, oil, tires, chains or tools, except as hereinafter provided. If willful destruction of property is found by a court of law, the affected employee may be required to pay such cost as may arise because of such willful destruction of property.

It is further agreed that all drivers shall make honest and careful reports of all accidents. Pre-trip slips will be provided with the individual trip sheet. All drivers shall report damage before moving the vehicle from the garage in the A.M. and notate that damage on the pre-trip slip. All relief

drivers will check for and report all new damage found at the first reasonable opportunity.

The Employer agrees that it will not require the drivers to operate the vehicle at an excessive or unsafe speed or to violate any laws with respect to transit functions.

The Employer shall comply with all federal and/or state rules and regulations pertaining to the safe operating condition of the buses. The Employer will not require the operation of any vehicle, which fails to comply with such rules and regulations or that is known by the Employer and the mechanical department to have any defect that will make the vehicle unsafe to operate. No employee shall be disciplined or discriminated against for refusing to operate a vehicle that fails to meet federal and/or state safety requirements.

The Employer further agrees to maintain a reliable transit system for passengers and that every effort will be made to keep the buses that are operating on assigned routes for the day. The Employer will not pull a bus off its assigned route for routine preventive maintenance.

The Alcohol & Substance Abuse Policy shall remain in effect, unless (1) federal or state law requires a change or (2) the Employer and Union mutually agree to change. This policy and any subsequent changes to that policy shall be incorporated by reference into the parties' Collective Bargaining Agreement. This Policy and any subsequent changes to that policy shall be distributed to each bargaining unit employee.

The Transit Center Information Clerk is not meant to act as *de facto* security. The Clerk may assist employees with general customer support, but should not be used to address unruly customers, individuals in altered states, or violent situations. If a situation seems dangerous, employees should call the police or contact dispatch for further instructions.

### **Employee Address and Telephone Number**

Employees have the responsibility, at all times, to provide the Employer with their current address and telephone number, and inform the Employer immediately of any changes to such information. The Employer will not release this information without the written authorization of the employee or required by law.

### **Schedule Changes**

The Employer shall notify the Union prior to any alteration of the current work schedules. Furthermore, if requested, the Employer shall meet and consult with the Union and employee scheduling committee to discuss the planned changes to the schedule. Members of the employee scheduling committee shall be compensated at their normal hourly wage rate for all times spent in consultation with the Employer's representatives. The Employer and the Union both agree to work toward a reasonable work schedule that incorporates coverage of all service hours, safety, employee health and well-being. A balanced work schedule culminates a harmonious work environment. Final authority for making and implementing changes to the work schedules shall rest with the Employer.

## **ARTICLE 12. PAY PERIOD & PAID EXCUSED TIME**

The pay period will be from Sunday through Saturday each week. All employees shall be paid by direct deposit to their financial institution on the day of a regular pay date at no cost to them. The Employer will reflect on pay stubs all vacation hours used and keep updated. All casual and sick days will be updated and posted on a weekly basis for the previous week.

The Employer agrees that all employees shall be paid once each week in full for all work performed during the preceding week. When an employee is discharged, such employee shall be paid by either direct deposit or by mailed check on the next regular pay day.

When an employee leaves the employ of the Employer of their own accord, such employee shall be paid on the next regular pay day in effect at the time of their employment unless otherwise agreed. Employee shall be paid for all time worked and any residual paid time off.

If, as a direct result of his/her employment, an employee is required to report to the City Office, Police Department or attend a court hearing, inquest or other legal proceeding, the Employer will release the employee from work, if necessary, for such appearance. Pay for such appearance shall be according to the following: Employees will be paid for time spent at such proceedings. If an employee is asked to make such an appearance on his/her day off, the employee will get a minimum of two (2) hours of pay. Pay for such appearances will be included in calculations for overtime.

When an employee is injured on duty and ordered to report to the doctor or hospital for observation or treatment, the general intent is to pay the employee reasonable travel time to and from the place they are sent to, plus time for examination, but in no case is the employee to be paid beyond their regular quitting time.

- (a) If the injured employee returns to work on the date of the injury, the employee will be paid for time lost from work.
- (b) If the injury occurs near the end of the day so that the employee is unable to return to work on that day, the employee will be paid their full day's work.
- (c) If the employee is ordered home or to the hospital by the doctor, they will be allowed travel time to the doctors' office, the time spent there, and reasonable travel time to the place they are ordered to report after leaving the doctors' office. Employee shall be paid for remainder of time he/she is scheduled to work for the day including splits. Or, in such cases the employee shall not suffer a loss of wages for that day.

If the transit system is shut down for weather, or some other emergency, for all or part of a day, those employees who are scheduled to work and who report to work as scheduled or are on duty at the time the system is shut down, will receive their full scheduled pay for that day, if they are relieved from duty by management. Employees who are scheduled to work but cannot work because the system was shut down prior to the start of their run or shift will receive their full scheduled pay for the day, providing they remain available and report to work, if and when the system resumes operation.

### **ARTICLE 13. WORK WEEK**

Full-time employees shall be scheduled for a minimum forty (40) hour week. Employees for health reasons, proof from a medical doctor required, may work less than forty (40) hours per week and enjoy full-time classification by agreement between the Employer and the Union. Part-time drivers may be scheduled for any available work that cannot be scheduled for full-time drivers.

No bus operators shall be required to perform more than (10) hours of platform time unless by mutual agreement.

### **ARTICLE 14. MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the mass transit system and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this agreement and the past practices in the departments covered by the terms of this agreement, unless such practices are modified by this agreement or by the Employer under rights conferred upon it by this agreement or the work rules established by the Employer. These rights which are normally exercised by the Employer include but are not limited to the following:

1. To direct all operations of the transit system.
2. To hire, promote, transfer, assign and retain employees in their position with the transit system and to suspend, demote, discharge and take other disciplinary action against employees for just cause.
3. To lay off employees due to lack of work or funds in keeping with seniority provisions of the agreement.
4. To maintain efficiency of the transit operations entrusted to the Employer.
5. To introduce new or improved methods or facilities.
6. To change existing methods or facilities.
7. To contract out for goods or services; however, there shall be no layoffs or reduction in hours due to any contracting out of work.
8. To determine the methods, means and personnel by which such transit operations are to be conducted.
9. To take whatever action which must be necessary to carry out the functions of the transit system in situations of emergency.
10. To take whatever action is necessary to comply with City, State or Federal law.

In addition to the management rights listed above, the powers of authority which the Employer has not officially abridged, delegated or modified by this agreement are retained by the Employer. The Union recognizes the exclusive right of the Employer to establish reasonable work rules.

The Union and the employees agree that they will not attempt to abridge these management rights and the Employer agrees that he will not use these management rights to interfere with rights established under this agreement. Nothing in this agreement shall be construed as imposing an obligation upon the Employer to consult or negotiate with the Union concerning the above areas of discretion and policy.



## **ARTICLE 15. UNIFORMS**

A regulation uniform as prescribed by the Employer must be worn by all drivers while on duty. Wearing of cap shall be optional, but only prescribed uniform cap will be worn. Fixed Route and Para-Transit operators may wear the prescribed uniform short pants starting May 1st and ending November 1st.

Multicolor uniform shirts may be worn while on duty. However, when worn, the only authorized colors are Electric Blue, Campus Orange, Campus Purple, or Classic Red (see examples of shirt colors below). The wearing of accessories is optional. When accessories are worn, they must be solid black, white, or navy blue in color.



Changes in the specifications of the uniform may be made only by mutual agreement between the Employer and the Union.

The Employer shall furnish and pay for two (2) complete uniforms plus two (2) additional shirts for all drivers and part-time drivers, and the Information Clerk after completion of probationary period. Additional uniforms purchased by the drivers must be identical in every respect, color, design and specifications of the Employer furnished uniforms. Effective 7/1/13 the Employer shall, after one (1) year pay a maximum replacement cost of four hundred five dollars (\$405.00) for employees who work an average of at least 25 hours per week and two hundred two dollars and fifty cents (\$202.50) for employees who work an average of less than 25 hours per week. Closed shoes with low heel shall be required. Employees, if so chosen, may affix one, either International Teamster Local 200 logo patch to any prescribed uniform jacket sleeve and be no

lower than two inches above the elbow.

Employees must return all uniforms provided by the Employer when they separate from employment.

Drivers shall be allowed to purchase no slip shoes with uniform allotment money.

Employees may purchase heavy winter overcoats.

#### **ARTICLE 16. VACATION & HOLIDAY PAY**

An average of 10% of employees in each classification will be allowed off at any one time. For classifications with less than ten employees a minimum of one employee in that classification will be allowed off.

Vacation pay for all full-time employees shall be paid and computed by the formula as follows:

After one year	10 days	80 X employees current hourly rate
After two years	11 days	88 X employees current hourly rate
After three years	12 days	96 X employees current hourly rate
After four years	13 days	104 X employees current hourly rate
After five years	14 days	112 X employees current hourly rate
After six years	15 days	120 X employees current hourly rate
After seven years	16 days	128 X employees current hourly rate
After eight years	17 days	136 X employees current hourly rate
After nine years	18 days	144 X employees current hourly rate
After ten years	19 days	152 X employees current hourly rate
After eleven years	20 days	160 X employees current hourly rate
After 20 years	23 days	184 X employees current hourly rate
After 25 years	25 days	200 X employees current hourly rate

Part-time employees who work more than twenty (20) hours each week shall be paid one-half (1/2) of the above amounts computed by the above formula.

Vacation pay shall be made to eligible employees on the regular pay day preceding the beginning of their scheduled vacation.

Any full-time employee who has two (2) weeks (eight [80] hours) of vacation or more will be required to take a portion of their vacation time as full weeks as set forth below:

<u>Vacation time</u>	<u>Number of full-week increments required</u>
2 weeks (80 hours)	1 full week (40 hours)
3 weeks (120 hours)	1 full week (40 hours)
4 weeks (160 hours)	2 full weeks (80 hours)
5 weeks (200 hours)	3 full weeks (120 hours)

Weeks will start on Sunday and end Saturday, consistent with pay periods.

Full week vacation request by seniority will take precedence over individual days and all other request when submitted during November vacation picks.

Individual days submitted during November vacation pick will be approved by seniority after all full week request have been approved. All other request submitted after December 11<sup>th</sup> will be on a first come basis.

Any remaining vacation time can be used as single-day increments. The remaining vacation time must be used in the year it is earned; however, all employees will be allowed to bank one (1) week of vacation (days only, not pay) into the next year. Any employee who has not used his/her vacation time may have a one-time vacation payout each year during the second or third pay period in December, so long as he/she has requested the payout no later than the first Thursday in December.

The Employer shall be notified not less than three (3) days in advance if the employee wishes to request one or more single vacation days off. Employees taking their vacation days as single days shall have those days paid as part of their regular weekly paycheck. Vacation pay may not be used to compensate employees for call-offs/sick days. The Employer will make known within 48 hours (excluding Saturday and Sunday) whether such request is granted for all earned paid time off.

Time lost due to sickness or injury shall be counted as time worked for the purposes of determining vacation eligibility and seniority.

### **Vacation Bidding**

An average of 10% of employees in each classification will be allowed off at any one time (numbers provided below, but are subject to change based upon increased or decreased staffing). To ensure that staffing meets operational needs, and to facilitate required vacation usage, employees will bid in November on full weeks of vacation the following year. The first week of November, the ten (10) drivers with the highest seniority must select their required full weeks of vacation for the following year. The second week of November, drivers with seniority 11-20 must select their required full weeks of vacation for the following year. The third week of November, drivers with seniority 21-30 must select their required full weeks of vacation for the following year. All remaining employees must select their required full weeks of vacation by December 10 or forfeit that vacation bid. Any employee who misses his or her assigned vacation bidding week may select full weeks of vacation any subsequent week but cannot bump employees from weeks already selected. The Employer will work with employees to select alternative weeks if too many requests overlap.

In a common area, the Employer will post notice of upcoming vacation availability on a three-month rolling basis. A full accounting of vacation availability can be viewed upon request.

To properly maintain service, a minimum level of staffing is required. Accordingly, below are the numbers of employees allowed off at any one time. Based on operational needs, the Employer may, at its sole discretion, allow employees beyond the numbers below to be off work.

Full Time Operators		Part-time Operators	Dispatchers
Weekday	Four	Two	One Based on Coverage
Saturday	Three	Two	
Sunday	One	Rotating Scheduled	

Paratransit Operators / Dispatch	
Weekday	One
Saturday	One
Sunday	Rotating Schedule

#### Wash Rack

One employee per/shift. Individual days may be negotiated based on coverage with part time operators.

#### Mechanics

Two mechanics per/day to include lead. One each shift unless lead is able to cover the full shift.

New Employees are eligible for vacation days after their probationary period ends. Employees hired prior to October 1 are eligible for one (1) day of vacation for every 60 calendar days, up to a maximum of 5 days over his/her first year. The following January 1<sup>st</sup>, the newly hired employees will receive their full week of vacation as listed above, assuming the employee has completed their probationary period.

Vacations taken prior to wage increases in the calendar year will be paid at the wage rate that is in effect at the time of vacation only. Vacation checks will be paid by week whenever possible.

Vacations and layoff shall not jeopardize the employee's seniority rights.

Full-time employees who have completed their probationary period shall receive holiday pay in the amount of eight (8) hours multiplied by the employee's current hourly rate of pay for each of the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

If a holiday falls within the workweek, computation for overtime hours shall be reduced by eight (8) hours straight time holiday pay.

It is agreed that if any of the negotiated holidays fall on a day other than the employee's normal workday or during the employee's vacation period, the employee shall be paid an additional eight (8) hours pay at the employee's straight time hourly rate.

If the employee may be required to work on any holiday, the employee shall receive time and one-half for all hours worked in addition to the eight (8) hours holiday pay, at their straight time rate.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that full-time employees must work the regularly scheduled workday that immediately

precedes and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. Full-time employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or within the first one hundred eighty (180) days of absence due to occupational injury or during period of permissible absence.

Employees on the ten-hour workday shifts shall be paid ten hours pay at their straight time hourly rate for all paid holidays.

Holidays shall be paid at eight (8) hours for full-time employees, or whichever is greater.

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case the employee shall receive an extra day's pay for each holiday, in the week in which the employee returns to work.

Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon the employee's return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay.

Part-time employees who have completed their probationary period shall receive holiday pay in the amount of four (4) hours multiplied by the employee's current hourly rate of pay for each of the following holidays, so long as the employee has worked at least one hundred twenty (120) hours in the month preceding the holiday:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

If a holiday falls within the workweek, computation for overtime hours shall be reduced by four (4) hours straight time holiday pay.

It is agreed that if any of the negotiated holidays fall on a day other than the employee's normal workday or during the employee's vacation period, the employee shall be paid an additional four (4) hours pay at the employee's straight time hourly rate.

In order to qualify for four (4) hours of straight time pay for a holiday not worked, it is provided that part-time employees must work the regular scheduled work day which immediately precedes and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

Beginning in 2025, eligible employees will accrue one floating holiday on the third Monday in January of each year, in honor of the Birthday of Dr. Martin Luther King Jr., and eligible

employees will accrue a second floating holiday on June 19th of each year, in honor of Juneteenth.

The calculation of the hours allotted for an employee's floating holidays shall be administered in accordance with the calculation of holiday hours not worked under Article 16, and said hours taken off work for floating holidays shall be paid out at the employee's straight time rate.

Employees shall not be eligible to take these floating holidays until they have completed their probationary period.

The Employer shall be notified not less than three days in advance if the employee wishes to request one or more floating holidays off. All floating holidays will be paid as straight time hours without hours being compounded for overtime purposes.

All floating holidays must be used in the calendar year in which they are earned, and they cannot be carried over from year to year. Employees who are laid off, discharged, retire, or who resign shall not be paid for their unused floating holidays. Employees who die shall not have their unused floating holidays paid to their estate.

#### **ARTICLE 17. FULL-TIME EMPLOYEES SHALL RECEIVE SIX (6) CASUAL DAYS PER CONTRACT YEAR**

Casual Days shall be prorated in the first year that an employee is hired in a full-time position. For example: an employee is hired April 1<sup>st</sup>, she or he will receive one and one half (1-1/2) casual days.

The Employer shall be notified not less than three days in advance if the employee wishes to request one or more casual days off.

All casual days will be paid in half or full day increments of platform hours without hours being compounded for overtime purposes.

An average of 10% of employees in each classification will be allowed off at any one time. For classifications with less than ten employees a minimum of one employee in that classification will be allowed off.

Seniority will be honored unless a junior seniority employee requested far in advance the same date. In that instance, the grievance committee will decide. All casual day requests can only be submitted after the vacation selection process has been completed, except for the month of January.

The time limits of the request for a casual day or days off in cases of emergency maybe waived at the discretion of the Employer.

Perfect attendance shall be defined as: not missing any work unless utilizing time off from work and leaves of absence as provided for in this Agreement. The Employer will also consider extenuating circumstances at the request of the employee regarding time missed from work.

Employees who are laid off, discharged, retire or who resign will be paid their casual days.

Employees who die shall have their casual days paid to their estate.

#### **ARTICLE 17 A. PERFECT ATTENDANCE-PREMIUM DAYS**

Perfect attendance means: no unexcused absences, no tardiness (exception – unforeseen emergencies), no “no-call no-shows”, no late call-ins, no refusals to work, no violations of Art. 9.6.E, and missing no more than 60 days due to approved sick leave. An unforeseen emergency would include, for example, having a car accident on the way to work or needing to rush yourself or a family member to the hospital. Even in an unforeseen emergency, the employee must call-in as soon as possible for the unforeseen emergency to be considered excused. Unforeseen emergencies would not include, for example, waking up late for work or not realizing a vehicle is snowed in until right before a scheduled start time.

Any full-time employee who has perfect attendance for one (1) year (January 1 through December 31), shall be granted two (2) additional premium days for the next year. More than 60 days off in a calendar year disqualifies you for perfect attendance. Any part-time employee (scheduled 30 hours or more in a week) who has perfect attendance for one (1) year (January 1 through December 31) shall be granted two (2) additional premium days for the next year.

#### **ARTICLE 18. FULL-TIME EMPLOYEES SHALL RECEIVE SIX (6) SICK DAYS PER CONTRACT YEAR.**

Sick Days shall be prorated in the first year that an employee is hired in a full-time position. For example: an employee is hired April 1<sup>st</sup>, she or he will receive one and one half (1-1/2) sick days.

Any part-time employees who have completed their probationary period and worked an average of at least twenty (20) hours per week in the preceding calendar year may be eligible to receive three (3) sick days in the current calendar year.

All sick days will be paid in half or full day increments of platform hours without hours being compounded for overtime purposes.

Sick days shall be allowed to accumulate up to (120) one hundred twenty days during an employee’s employment if not used. The employee shall receive a payout for days banked up to a maximum of sixty (60) days to be paid upon severance or termination of employment.

Upon the request of the Employer, an employee requesting sick leave pay for 3 days or more, may be required to submit a physician’s certificate or submit to an examination by a physician chosen by the Employer and at the Employer’s expense. An employee falsely claiming sick leave pay may be subject to disciplinary action.

**Paid Parental Leave.** Beginning January 1, 2025, any employee who is eligible for and uses federal or state Family and Medical Leave (FMLA), for the birth of a child or for the placement with the employee of a child for adoption or foster care, shall be granted up to three hundred twenty (320) hours of paid leave at the employee’s then-regular hourly pay rate to be used during the FMLA period.

## **ARTICLE 19. HEALTH & WELFARE BENEFITS**

**Section 1.** The Employer agrees to provide Health & Welfare Insurance Benefits through the Central States, Southeast and Southwest Areas Health & Welfare Fund (hereafter referred to as the Fund), for full-time employees represented by Teamsters Local Union No. 200, who have completed thirty (30) calendar days of employment and have met the Funds eligibility requirements. Such insurance shall consist of the M9 two-tiered Plan without retiree coverage benefits subject to eligibility requirements of the Fund.

Effective until June 28, 2025, the Employer agrees to contribute the following rates per week to the Central States, Southeast and Southwest Areas Health and Welfare Fund for all full-time employees covered by the Collective Bargaining Agreement:

Member Only            \$218.00

Family                \$530.60

Effective June 29, 2025, the Employer agrees to contribute the following rates per week to the Central States, Southeast and Southwest Areas Health and Welfare Fund for all full-time employees covered by the Collective Bargaining Agreement:

Member Only            \$218.00

Family                \$530.90

Effective June 28, 2026 the Employer agrees to contribute the following rates per week to the Central States, Southeast and Southwest Areas Health and Welfare Fund for all full-time employees covered by the Collective Bargaining Agreement:

Member Only            \$226.70\*

Family                \$552.10\*

\*Not to exceed

Employees agree to contribute on a weekly basis the amount determined by calculating the weekly premium increase then split 50/50 by tier with employees' contribution as an addition to the previous contribution applicable on a weekly basis through payroll deductions. For the duration of the parties' 2025-2026 collective bargaining agreement, employee health insurance premium contributions will not exceed twenty percent (20%) of the total health insurance premium amount.

For example, the June 2021 Member Only rate increased from \$176.80 to \$185.60, for an increase of \$8.80. The Member Only share increase is \$4.40, and a total member cost share of \$18.55 per week through June 2022.

For example, the June 2021 Family rate increased from \$430.60 to \$452.10, for an increase of \$21.50. The Family share increase is \$10.75, and a total member cost share per week of \$45.10 through June 2022.



Any savings in the \*not to exceed rates will be equally split with the employer and the employees.

Employees must submit to Employer a list of eligible dependents before Employer will authorize coverage beyond an individual Employee.

Employees with families eligible for insurance coverage under a different plan will receive \$60 per week if they opt for the “member only” coverage.

**Section 2.** If an employee is absent because of illness, or off-the-job injury and notifies the Employer of such accident, the Employer shall continue full coverage and pay his/her share of the premium for the employee and his/her dependents under the group insurance plan or plans for a period not less than one hundred twenty (120) days following the month when the absence began. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

**Section 3.** If an employee is granted a thirty (30) day leave of absence, the Employer shall collect from the employee prior to the commencement of the leave of absence sufficient monies to cover the premium under the above plan, if the employee chooses to remain in the plan.

**Section 4.** Coverage under the group insurance plan or plans shall be provided for all regular full-time employees.

**Section 5.** All new hires or employees on probation as of the date the group joins the Fund, and thereafter, will be subject to the eight (8) week eligibility establishment period from the initial contribution date. Benefit coverage commences after the eight (8) weeks of contributions.

**Section 6.** Regular employees returning from a layoff of less than twenty-six weeks will be eligible for coverage upon their return to work. Regular employees returning from layoff in excess of twenty-six weeks will be eligible for coverage after establishing the eight (8) week eligibility period as stated in subsection above. However, if an employee chose to purchase and maintain COBRA coverage through the Fund during their layoff, such employee will be eligible for coverage upon their return to work. COBRA coverage can only be purchased for a maximum of twenty-four (24) months.

**Section 7.** The Union and the Employer agree to be bound by and hereby assent to, all of the terms of the Trust Agreement creating said Central States, Southeast & Southwest Areas Health & Welfare Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

**Section 8.** The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

**Section 9.** The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

## **Section 10. Retiree Coverage**

**First:** Upon retirement all retirees under the age of 65 will apply for COBRA coverage. The Employer will reimburse retirees under age 65 that have reached age 57 with twenty-five (25) years of service with the Employer for the purchase of COBRA coverage from Central States for as long as they are eligible following retirement, keeping the retiree's contribution the same as under the Central States "R4" plan.

**Second:** Following the expiration of COBRA eligibility, or if the employee is not eligible for COBRA upon retirement, the Employer will reimburse a retiree under age 65 for the purchase of private health insurance including all dependents not eligible for or covered by Medicare, Medicaid or their own retiree or employer health plan, keeping the retiree's contribution the same as under the Central States "R4" plan. The individual or family insurance policy will provide coverage relatively equal and comparable to the Central States "R4" plan. The Employer will assist all retirees under age 65 in the selection and purchase of private health insurance.

The Employer will also reimburse a retiree under age 65 for out-of-pocket medical expenses exceeding \$1,000.00 per calendar year, including only those expenses arising from the difference in costs between the private insurance plan and the Central States "R4" plan for items such as office visit, deductibles and prescription co-payments.

**Third:** If a retiree is unable due to pre-existing medical conditions or other reasons to purchase private health insurance, they shall be covered by the City of Racine's retiree coverage program until age 65. Retiree monthly contributions shall be at the same rate as under the Central States "R4" plan.

The Union will notify the Employer of all changes to the "R4" contribution schedule and benefits within 30 days of Teamsters Local Union No. 200 becoming aware of such changes.

## **Section 11. Part-time Employees**

The Employer agrees to provide Member Only Health & Welfare Insurance Benefits through the Wisconsin Health Fund for eligible part-time employees, pursuant to the eligibility requirements under the Affordable Care Act.

Any Part-Time employee, who has completed their probation and, who consistently works a minimum of thirty (30) hours a week, shall have the option of participating in the employer sponsored Health Insurance Plan (WHF).

The Employer shall provide eligible part-time employees a written memorandum with the applicable rates for each plan year, including the Member Only and Family rates and the increase/decrease from the prior year's rates.

For Member Only coverage, the employee (member) contribution shall mirror the employee (member) contribution for full time employee only contributions in Section 1.

For example, the January 2022 Member Only rate increased from \$145.45 to \$148.34, for an increase of \$2.89. The Member Only share increase is \$1.44 for a total cost of \$24.44 per week through December 2022.

The Employer shall provide Dental and Vision Insurance Benefits through the Wisconsin Health Fund at no cost to the Employer.

Effective January 2025, the rates are as follows:

	Member Only	Family
Dental	\$12.71	\$30.97
Vision	\$2.76	\$6.73

## **ARTICLE 20. PENSION PLAN**

Effective July 1, 2024, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred nine dollars and zero cents (\$309.00) per week for each full-time employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective June 29, 2025, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred nine dollars and zero cents (\$309.00) per week for each full-time employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the Employer's associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If the employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than one (1) year.

If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence, if the employee so chooses.

Contributions to the pension fund must be made for each week on each regular full-time employee.

Employees who work either temporarily or in cases of emergency under the terms of this agreement shall not be covered by the provisions of this paragraph, provided that they are not in violation of any State or Federal law.

Action for delinquent contributions to the Central States, Southeast and Southwest Areas Pension Fund may be instituted by the Local Union, the Area Conference or the Trustees.

Employers who are delinquent in their contributions to the Central States, Southeast and Southwest Areas Pension Fund must also pay all attorney's fees and costs of collection. It is further understood that pension will only be provided for regular full-time employees, provided that they are not in violation of any State or Federal law.

In the event that a part-time employee works 1000 hours or more in a twelve (12) month period, the Employer shall begin making contributions on their behalf to the Central States Southeast and Southwest Areas Pension Fund for all time worked. Thereafter, such contributions shall be made at \$309.00 per week July 1, 2024 to June 28, 2025, and \$309.00 per week, effective June 29, 2025, for each week worked.

#### **ARTICLE 21. JURY DUTY**

The Employer will pay the difference between what the court pays and the daily wages for any full-time employee who serves on the jury. When released from jury duty, said employee will report back to work within one hour to be available to continue their normal work hours, if possible.

Part-time operators serving on jury duty will be scheduled as normal and will follow the availability procedures prescribed for a full-time employee listed above. Part-time employees will be paid the difference between what the courts pay and the average hours received during the day in service by other part-time employees. Availability issues while serving on jury duty will be calculated and accounted for when considering part-time average hours. The purpose of this paragraph is to place the part-time employee in the same position he/she would have been in had he/she not been selected for jury duty.

#### **ARTICLE 22. PHYSICAL EXAMINATIONS**

Biennial physical examinations (every two years), Employer paid, are mandatory with examinations to include, vision, hearing, reflex, blood pressure, and communicable disease and cholesterol level (lipid panel) test. Examinations that are required for the purpose of Fed Med Card renewals will be completed prior to the employee's medical certification expiration date. Expenses for other physical or tests as required will be paid for by the Employer. The Employer may require random drug and alcohol testing. Physical examinations to be paid at two (2) hours pay.

If the physical examination by the Employer's physician shows the employee to be physically incapable of performing his/her duties and said employee is not satisfied, he/she may, at their own expense, be examined by a physician of their own choice. If the conclusion of the physician of their own choice and the Employer's physician is at variance as to the said employee's capability to perform the required work, then, and in that event, the two physicians shall choose a third physician and a majority decision of the three physicians shall be considered final. The cost of the third physician shall be shared by the Employer and the employee.

The Employer agrees to provide one flu shot to every employee once per calendar year.

The Employer will pay for the renewals of C.D.L. license of all employees.

## **ARTICLE 23. FUNERAL LEAVE**

The Employer shall grant full-time employees pay for lost time up to three (3) days in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, step-children, step-parents, and grandchildren. In case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, or grandfather, up to one (1) day will be allowed.

## **ARTICLE 24. GRIEVANCE PROCEDURE**

The Employer and the Union agree to process all grievances through duly authorized representatives of the Employer and the Union.

Every grievance must be reduced to writing and filed with the party against whom it was made within seven (7) working days after the occurrence of the event which is made the subject matter of the grievance, and if the grievance is not filed in writing within such time limitation, it shall be barred. The Employer's response shall be submitted to the Union in writing within seven (7) working days after the General Manager receives the grievance. If the Union does not receive the response within seven (7) working days this grievance shall be deemed settled. The time limitation in this article may be extended by mutual agreement of the Union and the Employer.

Any decision between the Employer and the Union shall be final and binding at any step of the grievance procedure.

## **ARTICLE 25. ARBITRATION**

In the event that the Employer and the Union cannot mutually agree to a settlement of any unresolved controversy which may arise concerning any matter or the interpretation of this Agreement, such unresolved controversy shall be reduced to writing and shall be referred to the Wisconsin Employment Relations Commission to have an arbitrator appointed for settlement.

The filing fee required by the Wisconsin Employment Relations Commission for arbitration shall be split equally between the Union and the Employer.

The Employer and the Union agree that the decision of the arbitration committee shall be final and binding upon both parties. The Employer and the Union agree that Union membership shall not be a matter subject to arbitration.

## **ARTICLE 26. MILITARY SERVICE**

Employees enlisting and entering the military service shall be granted all rights and privileges given to them by the State and Federal Statutes.

## **ARTICLE 27. WAGES**

Members will receive base-building wage increases of three percent (3.0%), effective January 1, 2025, and three and a half percent (3.5%), effective January 1, 2026.

The straight time hourly rate for employees covered by this Agreement shall be as follows:

	<u>1/1/24</u>	<u>3.0%</u> <u>1/1/25</u>	<u>3.5%</u> <u>1/1/26</u>
(a) Drivers "Full-time Operators"	<b>\$24.20</b>	<b>\$24.93</b>	<b>\$25.80</b>
(b) Dispatcher, Clerks-Secretaries	<b>\$24.20</b>	<b>\$24.93</b>	<b>\$25.80</b>
(c) Mechanics	<b>\$28.46</b>	<b>\$29.31</b>	<b>\$30.34</b>
(d) Mechanic Helpers	<b>\$24.42</b>	<b>\$25.15</b>	<b>\$26.03</b>
(e) Facility Maintenance	<b>\$21.35</b>	<b>\$21.99</b>	<b>\$22.76</b>
(f) Driver Trainer/Mentor	\$1.00 above operator's rate of pay		
(h) Information Clerk	<b>\$19.78</b>	<b>\$20.37</b>	<b>\$21.08</b>

The Employer agrees to recognize three lead positions and additional compensation:

Lead Mechanic	\$1.50 premium per hour
Lead Dispatcher	\$1.25 premium per hour
Lead Mechanic's Helper	\$1.00 premium per hour

In 2025, Mechanics (including Lead Mechanic) will receive a one-time, non-base building, \$500.00 retention bonus for working on new technology.

In 2026, Mechanics (including Lead Mechanic) will receive a one-time, non-base building, \$500.00 retention bonus for working on new technology.

For the 2025 calendar year, members who maintain residency in the city of Racine will be eligible for a 1.0% residency pay differential above and beyond what is agreed upon for non-resident members upon certification of residency with the City of Racine's Human Resources Department.

For the 2026 calendar year, members who maintain residency in the city of Racine will be eligible for a 2.0% residency pay differential above and beyond what is agreed upon for non-resident members upon certification of residency with the City of Racine's Human Resources Department.

### Part-Time Operators

	Current Wage	1/1/25 3.0%	1/1/26 3.5%
Start	\$19.78	\$20.37	\$21.08
<b>After Probation</b>	<b>\$21.35</b>	<b>\$21.99</b>	<b>\$22.76</b>

For the 2025 calendar year, members who maintain residency in the city of Racine will be eligible for a 1.0% residency pay differential above and beyond what is agreed upon for non-resident members upon certification of residency with the City of Racine's Human Resources Department.

For the 2026 calendar year, members who maintain residency in the city of Racine will be eligible for a 2.0% residency pay differential above and beyond what is agreed upon for non-resident members upon certification of residency with the City of Racine's Human Resources Department.

**Mechanics Helpers** – Any and all employees that work in the wash rack shall be paid mechanic helper wages for actual time worked.

Night shift employees shall receive a shift premium of twenty-five cents (\$.25) per hour for the actual time worked. This night shift premium shall apply to all shifts or runs of seven hours (7) hours or more, which end between 9 P.M. to 2A.M. The premium shall be paid from the start of the run or shift until the end of the run or shift. Split shifts are included.

The Employer may unilaterally raise starting pay. If starting pay exceeds pay received by current employees in identical roles, the lower-paid employees will receive a pay raise to meet the newly hired rate (e.g. existing employee pay will equal starting pay).

Time and one-half shall be paid for all time worked in excess of forty (40) hours in any one (1) work week. This provision does not cover instances where employees exchange off days to accommodate a fellow employee and, in these instances, only straight time hourly rate will be paid. Further, any exchange of off days must have prior approval of the Employer. Holiday pay shall be considered as time worked.

Part-time drivers shall be scheduled for available hours of work not included in full-time driver's schedule. To clear up rotation of overtime so that after starting with the top seniority driver the pick should continue until everyone has a chance to work overtime. Upon signature of this agreement, full-time drivers will notify the Employer of their position to or not to work overtime other than their regular schedule.

Daily total of all employee hours shall be posted on a weekly basis for the previous week and totaled weekly.

Overtime hours for all employees shall be posted on a weekly basis for the previous week.

### **Driver Rotation of Overtime**

- Dispatch will have a card for all drivers wanting to work overtime.
- New cards will be made at the beginning of each work schedule pick (3 times per year)
- To begin the rotation, the cards will be placed in order of seniority. One set of cards for full-time drivers and another for part-time drivers.
- Part-time drivers will only be considered if the overtime cannot be filled with a full-time driver. In the event that no part-time driver wishes to take the overtime, the overtime will be mandated to the part-time driver with the lowest seniority.

- If the top card driver is working, making him unavailable to work available overtime, his card will not be rotated.
- If an available driver is asked to work overtime and they decline, their card will be rotated.
- If an available driver is asked to work overtime and they accept, their card will be rotated.
- A driver can request to have his or her card removed from the rotation at any time.
- A driver wanting to be added to the overtime rotation can do so at any time by turning in a written request to the attention of the lead dispatcher. A card will be made and it will be placed at the bottom of the rotation.

Example:

Driver X, a full-time bus driver signs up to drive overtime. The rotation of overtime cards begins. After a number of weeks his card makes its way to the top of the card rotation. Overtime becomes available, but driver X is already working. Driver X's overtime card is not rotated. The next card belonging to Driver XX is not working and is called to see if they want to work overtime. Driver XX declines the overtime, and their card is documented and driver XX's card is rotated. The next card belonging to driver XXX is available and is called and they accept the overtime. Driver XXX's card is documented, and their card is rotated. Two days later more overtime becomes available, Driver X's card is still at the top of the rotation. Driver X is available and is called and they accept the available overtime. Driver X's card is then documented, and it is rotated. A few days later more overtime becomes available. All the full-time drivers' cards are rotated with no one being available and no one accepting the available overtime. The overtime cards for the part-time drivers would then begin. The next time overtime is available, the first available full-time driver with an overtime card would get the overtime. Their card would be documented and rotated.

Each week there will be a report posted of who worked overtime the previous week.

## **ARTICLE 28. SPECIAL SERVICE**

If any changes in special service are established, the Employer and the Union shall meet to discuss and set up rates of pay any time during the life of this Agreement.

All bus drivers will be considered. Full-time drivers will take their normal seniority positions on the list and part time drivers will take their current start dates. Refusal of a special service causes the driver to fall to the bottom of the rotating list. If no seniority driver/drivers responded to our special service trip needs, we would assign the work to part time drivers.

All special service work hours shall be posted on a monthly basis.

All special service hours shall be posted on a monthly basis and totaled.

The Employer recognizes and will be consistent with FTA Charter Rules.



## **ARTICLE 30. SAFETY MEETINGS**

Employees shall be required to attend all safety meetings or training sessions scheduled by the Employer that do not conflict with other work being performed for the Employer. Employees required to attend such meetings or sessions will be paid a two (2) hour minimum at their regular rate of pay. Employees required to attend a meeting or session on their scheduled day off will be paid a two (2) hour minimum at time and one-half (1 ½ ) their regular rate of pay.

Drivers who are relieved from all, or part of their regular run to attend a meeting or session will receive their full run pay for the day. However, such a driver will be required to take out such driving assignments, as may be available, within the time of their regular run or, in the case of a two-piece run; complete whichever half of the run which does not conflict with the meeting or session.

Employees on a casual day, vacation, sick day, or off on worker's compensation will not be required to attend meetings or sessions scheduled on such days.

The Employer will give consideration to employees who, for good cause, cannot attend a specific meeting or session. However, such employees may be required to attend make-up sessions when they are offered.

An employee who shows up tardy shall be disciplined in accordance with Article 9(6)(c). There shall be no six (6) minute grace period. An employee who misses the meeting shall receive a Second Offense- 1 day layoff; additional absences of safety meetings shall be disciplined in accordance with progressive discipline under Article 9(6)(b).

Requested days off will not be approved after a meeting date has been scheduled and posted.

## **ARTICLE 31. PART-TIME EMPLOYEES**

Part-time drivers must provide the Employer with a current telephone number and must respond to calls from the dispatcher. Part-time drivers must notify dispatch of any change to their contact number, including changes made the day of their stated availability. For example: a part-time operator has a doctor visit and will be unreachable at their stated contact number. They must call and notify dispatch of an alternate number if available or the time they will be able to be reached. Failure to respond within fifteen (15) minutes to calls from dispatcher or refusal of hours shall be violation of Article 9(6)(e).

Part-time drivers requiring time-off from work, must notify the Employer or designee of the Employer the Thursday before the workweek beginning the next Sunday.

Effective the January 2019 general bid, fixed route part-time drivers have the option to bid by seniority on a weekly on-call assignment with a designated day off (not on-call). The weekly on-call assignment shall not replace the driver's availability for scheduled hours for the other six work days.

Example: A driver bids an on-call assignment with Sunday off, on-call Monday through Friday 4:00 am- 4:00 pm, and on-call Saturday 4:45 am- 6:30 pm. The driver would neither be scheduled nor called in on Sunday. Monday through Saturday the driver shall be on-call during

the stated hours of their bid when not scheduled.

Operators with limited availability due to other priorities, such as other employment or scheduling restrictions, will not be permitted to bid.

Part-time drivers hired after July 1, 2018 must be available for no less than twenty-five (25) hours per week to maintain their employment. For instance, if a part-time driver chooses to take on other employment or requests to reduce their availability, he/she must maintain availability for twenty-five (25) hours or more per week or their employment will be terminated.

## **ARTICLE 32. TRAFFIC VIOLATIONS**

Employees shall be required to inform the employer of any work or non-work citations or convictions for any traffic violations (excluding parking violations) sixty (60) minutes prior to the start of the employee's next shift. Failure to properly inform the employer will result in the following discipline:

First Offense	written reprimand
Second Offense	written reprimand
Third Offense	written reprimand
Fourth Offense	subject to immediate discharge

Employees who have their CDL or other driver's license revoked, cancelled or suspended shall be required to inform the employer sixty (60) minutes prior to the start of the employee's next shift (or prior to operating one of the Employer's vehicles, if applicable). Failure to properly inform the employer will result in the following discipline:

First Offense	subject to immediate discharge
---------------	--------------------------------

If the employee properly notifies the Employer of the suspension, cancellation or revocation of his license, the employee will lose their employment for the period of the suspension and may return to work upon restoration of their license, not to exceed 26 months. If it exceeds more than 26 months, the employee shall be terminated. The Employee's seniority will be retained, but will not accrue, during the period of suspension, cancellation or revocation.

An employee cited for operating while intoxicated (OWI, Driving While Intoxicated, or any similar offense involving drugs or alcohol and the operation of a motor vehicle), the employer and the Union shall meet and confer regarding the employee's status and alternative employment.

## **ARTICLE 33. BUS PASSES**

Employees, their spouse, and dependents under the age of 19 living in the same household, shall be eligible for a free BUS pass. Dependents through the age of 22 living in the same household and with proof of higher education shall be eligible for a free BUS pass.

Retired BUS employees and their spouses shall be eligible for a free BUS pass.

All of the above passes are non-transferable. Employees, their spouses, or dependents, who sell, transfer, or assign their free pass to an ineligible party will have their free pass eligibility

revoked for one (1) year.

#### **Article 34. Public Health and Safety**

**Public Health Emergency.** In the event of a declaration of a Public Health Emergency by a government agency, the employer and the union, agree to meet and confer, at the nearest possible date and continue means of communication, to formulate and place into practice, best practices and policies with regard to protection of all affected employees.

**Work Environment Provisions.** Employees are not expected to operate in dangerous situations. If an employee believes an environment is unsafe or impassable, he/she should contact dispatch to alert management. Management will make an assessment of the environmental conditions and make a determination of the appropriate course of action. If it is determined that operations should continue as normal, the employee will be held harmless of any accidents or damage unless an investigation determines that the employee engaged in reckless or grossly negligent behavior.

#### **Article 35. Mechanics and Mechanic's Helpers**

**Section 1.** A uniform purchased through the Employer's vendor must be worn by all mechanics and mechanics' helpers while on duty. The Employer shall furnish and pay for three (3) complete uniforms, consisting of pants and shirts, along with one (1) spring jacket, one (1) winter jacket, and one (1) winter hat. The Employer shall pay a maximum replacement cost of four hundred five dollars (\$405.00) annually for employees who work an average of at least twenty-five (25) hours per week and two hundred two dollars and fifty cents (\$202.50) for employees who work on average less than twenty-five (25) hours per week. All clothing and safety equipment, such as safety glasses and shoes, will be purchased through the Employer's uniform provider. Mechanics may keep their used uniforms at the conclusion of their employment.

**Section 2.** Employer agrees to acquire and supply any specialty tools required to diagnose and repair the future electric powered transit vehicles.

**Section 3.** Employer agrees to make available continuing training on the maintenance of the electric transit vehicles. If travel to an outside facility is required, all travel time to and from said facility shall be considered work time and paid accordingly, up to a maximum of 8 hours.

**Section 4.** Mechanics shall receive five hundred fifteen dollars (\$515.00) on January 1, 2021, five hundred forty dollars (\$540.00) on January 1, 2022 five hundred sixty-five dollars (\$565.00) on January 1, 2023, for tool allowance.

Mechanics may submit receipts for purchased tools no later than (NLT) the 15th day of the quarter for reimbursement. Payments will be returned NLT the 1st day of the next quarter. Submittal dates for receipts will be as follows: March 15, June 15, September 15, and December 15 of the last quarter. All receipts and purchases shall be verified by management. Any unused portion of the tool allowance will not be reimbursed to the employee.

### **ARTICLE 36. 457(b)**

At no cost to the City, the City will offer Local 200 members the option to enroll in a 457(b) deferred compensation plan. Members may elect to defer a specified amount from each paycheck into a 457(b) deferred compensation plan. The amount deducted from each paycheck shall be deposited by the City into the deferred compensation account of the member for accumulation and earning under the deferred compensation plan provided by the agency approved by the City and selected by the member. Deferred compensation accounts are fully funded by the member; the City makes no contributions. Annual contribution limits for 457(b) deferred compensation plans are established by the Internal Revenue Service (IRS).

### **ARTICLE 37-Relief Transportation**

At the time of this Agreement, the Employer is attempting to secure a car from the city. The purpose of the car is to help transfer Drivers to and from relief points out of walking distance. If a car is successfully secured, the City and the Union will meet to determine how the car is best deployed. No employee or route is guaranteed use of the car to or from his/her relief point.

### **ARTICLE 38. DURATION**

This Agreement shall go into effect January 1, 2025, and shall continue in force and effect until December 31, 2026, and shall be considered automatically renewed from year to year thereafter, unless at least sixty (60) days and not more than ninety (90) days prior to the thirty-first (31st) day of December, 2026, or the thirty-first (31st) day of December of any subsequent year, while this Agreement remains in force by virtue of the automatic extension feature hereinbefore set forth, either party gives to the other party written notice that the contract is to be renegotiated, revised, or modified or a new contract negotiated.

Such written notice must be enclosed in an envelope postmarked at least sixty (60) days prior to the expiration date of this Agreement for the date of the postmark shall determine the date of the notice.

IN TESTIMONY WHEREOF, the respective parties have hereunto affixed their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF RACINE**

**TEAMSTERS LOCAL UNION NO. 200**

By Cory Mason  
Cory Mason, Mayor

By James Jorgensen, Business Rep

By Tara McMenamin  
Tara McMenamin, City Clerk

By David P. Poth President Local 200

By Mary Land  
Mary Land, Chairperson  
Finance and Personnel Committee

By Robert Lofgren Steward

By Grace Allen  
Grace Allen, Vice-Chairperson  
Finance and Personnel Committee

By Michael A. Gull Steward

By Maurice Horton  
Maurice Horton  
Finance and Personnel Committee

By Jens Jorgenson  
Jens Jorgenson  
Finance and Personnel Committee

By Tyler Townsend  
Tyler Townsend  
Finance and Personnel Committee

By La'Neka Horton  
La'Neka Horton  
Human Resources Director

### MEMORANDUM OF UNDERSTANDING

It is hereby agreed by the undersigned parties, the City of Racine (Employer) and Teamsters Local 200 (Union), that the Drug and Alcohol Policy appended hereto shall be enforced as a work rule to applicable members of the Union, as modified only as follows:

- 1.) The Employer shall not discharge an employee for testing "positive" the first time under the new policy unless a dischargeable offense occurs which is directly related to a positive drug or alcohol test. The above sentence shall not apply to employees who have previously tested positive while employed or as the result of a pre-employment physical examination. The first sentence shall also not apply to part-time employees who test positive when being tested to move into regular employment.
- 2.) The Employer shall pay for the cost of the random testing but not the cost of the "split sample" or subsequent testing unless the tests prove "negative".
- 3.) The Employer shall not test an employee who posts from one safety-sensitive position to another, but will test all employees posting from a non-safety sensitive position to a safety-sensitive position.
- 4.) No employee shall suffer any lost wages or benefits if the ultimate results rendered result in a negative finding.
- 5.) The City of Racine recognizes the right of the Union to grieve any and all disciplinary actions taken subject to the just cause standard.
- 6.) Return to Duty: Any employee successfully completing the EAP has the right to "Bump" back into his/her original job classification immediately, with no loss of seniority.
- 7.) Loss of CDL for reasons other than alcohol or drugs will be dealt in accordance with the Labor Agreement.

CITY OF RACINE

By *Luella S. Horton*

TEAMSTERS LOCAL UNION NO. 200

By *Timothy J. Brennan Business Rep*

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## Transit Management of Racine Inc.

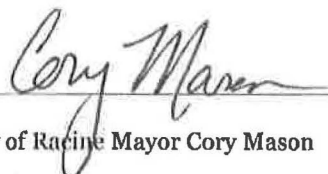
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# Drug and Alcohol Policy

**Effective as of 01/02/2019**

Approvals

City of Racine Common Council 1/15/2019 (legislation attached)

 Date 14 February 2019  
City of Racine Mayor Cory Mason

Date Adopted: [01/29/2019]

Last Revised: [12/15/2017]

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## Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Transit Management of Racine Inc.'s policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify Human Resource Director no later than five days after such conviction.

## Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

## Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

## Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

## Treatment/Discipline

Per Transit Management of Racine Inc. policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP). If an employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must pass return-to-duty drug and alcohol tests, and be subject to unannounced follow-up tests for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

**Disciplinary action for infractions of the Drug and Alcohol Abuse Policy are as follows:**

**A: DRUG**

**FIRST OFFENSE: When an employee tests positive for controlled substances TMR, Inc. will:**

- Remove the employee from the safety-sensitive position.
- Refer the employee to a Substance Abuse Professional (SAP) for assessment and treatment. An employee referred to a treatment program must successfully complete the program prior to returning to duty. Failure to complete the program or refusal to participate in the program will result in termination of employment.
- Ensure that the employee has successfully complied with all return-to duty requirements. Prior to returning to duty, the employee must have a negative test result on a return-to-duty test. Follow-up testing will occur at least six (6) times during the first year, and up to 60 months, to monitor the employee's continued abstinence from drug use.

**SECOND OFFENSE within Sixty (60) Months: Termination of Employment.**

**TEST REFUSAL:**

Any covered employee failing to provide a urine sample as required by 49 CFR part 40, as amended, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process, including verified adulterated or substituted test results, will constitute a test refusal. .

**FIRST OFFENSE: Termination.**

**LATE TEST:**

An employee's unexplained arrival at a specimen collection site more than 30 minutes after the scheduled collection time will be considered the same as a test refusal.

**FIRST OFFENSE: Termination.**

**DILUTE TEST:**

Any covered employee's verified test result being reported as negative dilute where the creatinine concentration of the dilute specimen is greater than 5 mg/dl, shall require no further testing (49 CFR Part 40.197)

Any covered employee's verified test result being reported as negative dilute where the MRO reports that the creatinine concentration of the specimen was equal to or greater than 2 mg/dl, but less than or equal to 5 mg/dl will be required to submit to a recollection under direct observation (49 CFR Part 40.145 (a)(1)).

Verified Negative Dilute [40.197] shall be accepted as a negative result.

Verified Positive Dilute [40.197] shall be accepted as a positive result.

**FIRST OFFENSE – VERIFIED POSITIVE DILUTE: Termination.**

**B: ALCOHOL:**

**TEST RESULT OF 0.02 TO .039**

Any employee that has an alcohol test result between the level of 0.02 and 0.039 in any category:

**FIRST OFFENSE:**

- Remove the employee from the safety-sensitive position.
- Refer the employee to a Substance Abuse Professional (SAP) for assessment and treatment.
- Employee receives a one (1) day unpaid suspension.

**SECOND OFFENSE WITHIN ONE (1) Year:**

- Remove the employee from the safety-sensitive position.
- Refer the employee to a Substance Abuse Professional (SAP) for assessment and treatment.
- Employee receives a one (3) day unpaid suspension.

**THIRD OFFENSE WITHIN ONE (1) Year: Termination of Employment and refer the employee to a Substance Abuse Professional.**

**TEST RESULT OF 0.04 OR GREATER**

Any employee that has a positive alcohol test result of 0.04 or greater in any category:

**TMR, Inc. is required to:**

**FIRST OFFENSE:**

- Remove the employee from the safety-sensitive position.
- Refer the employee to a Substance Abuse Professional (SAP) for assessment and treatment. An employee referred to a treatment program must successfully complete the program prior to returning to duty. Failure to complete the program or refusal to participate in the program will result in the termination of employment.
- Insure that the employee has successfully complied with all re-entry and return-to-duty requirements. Prior to returning to duty, the employee must successfully pass return-to-duty testing (less than 0.02 breath alcohol concentration (BAC), agree to a re-entry contract, and subject to follow-up testing during the next sixty (60) months, with six (6) tests being administered during the first twelve (12) months.

**SECOND OFFENSE WITHIN SIXTY (60) MONTHS OF FIRST OFFENSE: Termination of Employment.**

**TEST REFUSAL:**

Any covered employee failing to provide adequate breath for testing as required by 49 CFR part 40, as amended, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process will constitute a test refusal.

**FIRST OFFENSE: Termination.**

**LATE TEST:**

An employee's unexplained arrival at a specimen collection site more than 30 minutes after the scheduled collection time will be considered the same as a test refusal.

**FIRST OFFENSE: Termination.**

**MANUFACTURE, POSSESSION, OR SALE OF PROHIBITED SUBSTANCES:**

Any employee engaged in manufacturing, distributing, dispensing, possessing, or using a prohibited substance, including alcohol, while on transit property, while in transit vehicles, while conducting transit business, or while in uniform.

**FIRST OFFENSE: Termination and notification of law enforcement.**

**NOTIFYING TRANSIT SYSTEM OF CRIMINAL DRUG CONVICTION:**

Employee must notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

**FIRST OFFENSE: Termination.**

**EMPLOYEE RIGHTS:**

This policy supersedes all previously enacted Substance Abuse Policies. Any disciplinary action as a result of application of this policy would be subject to the provisions of the grievance procedure and arbitration agreement within the terms of the Collective Bargaining Agreement with Teamsters Local 200.

## Circumstances for Testing

### Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

### Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Transit Management of Racine Inc. has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

## Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

### Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Transit Management of Racine Inc. using the best information available at the time of the decision, will be tested.

### Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Transit Management of Racine Inc. using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

## Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

## Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least three (3) hours before the end of the shift.

## Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

## Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

## Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

### Dilute Urine Specimen

If there is a negative dilute test result, Transit Management of Racine Inc. will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

### Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Transit Management of Racine Inc. guarantees that the split specimen test will be conducted in a timely fashion. All costs for such testing are paid by the employer unless the employee requests that a testing DHHS-certified laboratory other than the company contracted testing DHHS-certified laboratory be used. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Transit Management of Racine Inc..
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Transit Management of Racine Inc. for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Transit Management of Racine Inc.'s Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.



As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

## Voluntary Self-Referral

**Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Human Resource Director, who will refer the individual to a substance abuse counselor for evaluation and treatment.**

**The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.**

**Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.**

## Prescription Drug Use

**The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to Human Resource Director. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.**

## Contact Person

For questions about Transit Management of Racine Inc.'s anti-drug and alcohol misuse program, contact

**Willie E. McDonald**

or

**Gabriel Vargas**

**General Manager**

**Operations Manager**

**Transit Management of Racine, Inc.**

**Transit Management of Racine, Inc.**

**1900 Kentucky Street**

**1900 Kentucky Street**

**Racine, WI 53405**

**Racine, WI 53405**

**262/619-2443**

**262/619-2444**

It shall be the policy of Transit Management of Racine, Inc. that each employee shall be made aware of this policy. Further, periodic training sessions for employees on substance abuse shall be held. The goal of Transit Management of Racine, Inc. is a 100 percent drug and alcohol free workplace. You are urged to review the procedures of this policy carefully. This policy protects the transit system's most valuable resource -- its employees -- while at the same time protecting the health and safety of the general public.

1/2/19

**Date**

by:



**Willie E. McDonald, General Manager**

**Transit Management of Racine, Inc.**

## **Attachment A: Covered Positions**

**Operations Manager**

**Operations Supervisor**

**Dispatcher**

**Fixed and Para-Transit Bus Operator**

**Mechanic**

**Mechanic Helper**

**Maintenance Clerk**

**Information Clerk**

**Building and Grounds Maintenance Personnel**