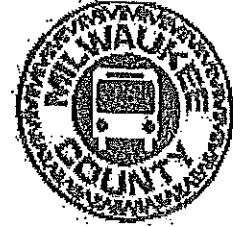


Item 5  
Macon

I N T E R  
O F F I C E

Memo



MILWAUKEE COUNTY TRANSIT SYSTEM  
TRANSPORTATION DEPARTMENT

TO: Platform Instructors  
FROM: Brian Kading  
SUBJECT: Platform Instructor Re-qualification  
DATE: December 1<sup>st</sup>, 2018

As we continue to look for ways to improve the entire training program, it is necessary to make some changes to our current processes. As a Platform Instructor, what you do in that Training period plays a role in our new Operator's success. We rely on you to teach them safe operation, establish a good understanding of company policy and familiarize them with our customers, routes and service schedule.

The job description for Platform Instructors specifies that *Platform Instructors must demonstrate and maintain excellent attendance, driving record and overall work record.*

Effective January 1, 2019, we will begin to do annual reviews with Instructors. These reviews will give us an opportunity to meet with you one-on-one and discuss your performance, work record but also it is a time for us to share ideas, goals and discuss ways to improve our Training program.

All new Platform Instructors, when applying, are graded on their last 3 years of employment based on amount and types of discipline, overall attendance, and customer complaint/commendations. As we move forward, all Platform Instructors will need to maintain the same set of standards that are required during the promotion process. Those that do not meet those requirements will be placed on an inactive list for one year. If after one year if their record has not improved, they will be removed from the position of Platform Instructor.

12/2018

approval. Employees shall not be permitted to hold their seniority rating under a leave of absence longer than six (6) months, except in case of sickness or accident off duty employees will retain their place on the seniority list for a maximum of one (1) year, providing that they are then certified by a Company selected physician or surgeon as physically able to return to work. This time may be extended beyond one (1) year when mutually agreed upon by the Union and the Company. The Company shall notify the Union in writing of all leaves of absence granted of thirty (30) days or longer.

(b) If an employee needs a leave of absence within sixty (60) days of returning from leave, the additional leave shall be considered a continuation of the earlier leave for purposes of retaining seniority.

7.02 Non-probationary employees who are not eligible for leave due to the birth or adoption of a child under Wisconsin or Federal FMLA, may request a parenting leave of absence of up to ten (10) weeks at the time of birth or adoption of an infant (0-12 months old). In the event that prior to the birth or adoption the employee was medically unable to work prior to the request for parenting leave due to the pregnancy or requested other time off due to the pregnancy or adoption, the combined leaves shall not exceed 10 weeks. Request for parenting leaves of absence shall not be unreasonably denied.

22.03 only applies to individuals not eligible for FMLA leave

**Article XI – Obsolete Terms**

Delete entire article related to Part Time Employees

**Section 13.056(b)**

Edited as follows:

No reliefs will be scheduled after 7:00 p.m. (non-summer) and 7:30 p.m. (summer) 6:30 p.m. on services that are regularly scheduled and created by the Schedule Department, and that end before 3:00 a.m. Transportation will be provided for all reliefs after 7:00 p.m. (non-summer) and 7:30 p.m. (summer) 6:30 p.m. that are regularly scheduled and created by the Schedule Department, and that end at or after 3:00 a.m.

**Section 13.072 – Obsolete Terms**

Delete references to Janitors.

**Section 13.088 – Platform Instructors**

Eliminate (c)

Edit (a) to read:

(a) Transportation operators selected for platform instructor's duty shall be paid ~~one dollar (\$1.00)~~ one dollar and fifty cents (\$1.50) per hour above the basic rate when performing such duty. In computing overtime, this instructor's rate shall apply. Such instruction work shall be rotated equally among all platform instructors.

Platform Instructors shall be re-qualified annually. The requalification process shall consist of a performance review and meeting the same

## James Macon

---

**From:** Sylvana Radmer <sradmer@mcts.org>  
**Sent:** Thursday, June 28, 2018 4:31 PM  
**To:** ATU998-President  
**Cc:** ATU998-Vice President; Emmett Nash; Michael Jarvis; Dan Basile; Denise Wandke  
**Subject:** Virtual Training

James,

We understand your concerns regarding the Kiosk/Virtual Training for Bus Operators, and assure you we are not changing any past practice.

In an effort to expedite the closing of Fiebrantz Station, a notice was posted this week and the information was intended to provide a tool for operators to use if they had any questions regarding the Summerfest routes.

During Summerfest, we do not anticipate conducting any additional training, however we believe the Virtual Training is a valuable tool for employees who would like another option to the bus or van training we currently conduct. It would also allow us flexibility with our resources. Therefore, in an effort to explore our mutual interests, I would like to continue the discussion of allowing Virtual Training after the conclusion of Summerfest. I will schedule a meeting for us after July 9, 2018.

Sincerely,

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 N. 17<sup>th</sup> Street  
Milwaukee, WI 53205  
414-937-3230

## James Macon

---

**From:** Sylvana Radmer <sradmer@mcts.org>  
**Sent:** Wednesday, June 27, 2018 6:47 PM  
**To:** ATU998-President  
**Subject:** Virtual Training

Hi James,

I tried to find Denise today to talk about using the virtual training as a refresher, but I was not able to connect with her.

I just talked with her on the phone and she has a couple of questions. I would like the three of us to get together tomorrow to make sure we are on the same page and then put it in writing with all of us getting a copy. We can also talk about the concern with the Platform Instructors.

When are you available tomorrow afternoon?

Sylvana

**James Macon**

---

**From:** Sylvana Radmer <sradmer@mcts.org>  
**Sent:** Friday, May 25, 2018 9:18 AM  
**To:** ATU998-President  
**Cc:** Emmett Nash; Michael Jarvis  
**Subject:** Route Training questions

James,

I received your voice mail message from last night at 10:28 PM and I am confused. I understood from multiple people that we have an agreement that we are going to use vans on 27<sup>th</sup> street, and as a result we have started the training, as you know. Emmett will contact you today to discuss further.

Thanks.

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 N. 17<sup>th</sup> Street  
Milwaukee, WI 53205  
414-937-3230

James Macon

---

**From:** Sylvana Radmer <sradmer@mcts.org>  
**Sent:** Monday, June 4, 2018 3:13 PM  
**To:** ATU998-President  
**Cc:** ATU998-Vice President; Denise Wandke; Emmett Nash; Michael Jarvis  
**Subject:** Fiebrantz Closing

Dear James,

This email serves to confirm several conversations you had with various staff at MCTS regarding the closing of Fiebrantz Station. At this point we've completed the first phase, in which 33 operators have volunteered to go to KK for the 27 and purple line.

The second phase is scheduled for the fall pick, at the end of August. At that point the remaining routes will be assigned to FDL station. We will provide that number to you once it is confirmed.

I would like to reiterate that no one is losing their job. The initial plan is to keep FDL and FBZ as two separate stations on one property. FBZ staff will pick FBZ routes, and FDL staff will pick FDL routes. That means that FBZ will utilize their own seniority, and FDL theirs. Only when all staff are properly instructed and comfortable on their own routes, will they be merged into one operating station.

Within the next few days, we will draft an FAQ document for your review, in anticipation of questions that staff may have. Please let me know if you have any specific questions we should include in the FAQ document, or if you would like to discuss further in person or on the phone.

Thank you.

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 N. 17<sup>th</sup> Street  
Milwaukee, WI 53205  
414-937-3230

## James Macon

---

**From:** Denise Wandke <DWandke@mcts.org>  
**Sent:** Tuesday, August 7, 2018 10:36 AM  
**To:** Sylvana Radmer; Emmett Nash  
**Subject:** Clerk list

Effective August 26, 2018

### Fond du Lac Station

Damien Barnett - will remain A.A

1<sup>st</sup> Shift Reg. Clerk - TBD

2<sup>nd</sup> Shift Reg Clerk - Charles Lyon

3<sup>rd</sup> Shift Reg. Clerk – Shaun Wasserman

### KK Station

Jason Koehn – will remain A.A.

1<sup>st</sup> Shift Reg. Clerk – Tim Herman

2<sup>nd</sup> Shift Reg. Clerk – Paul Bergen

3<sup>rd</sup> Shift Reg. Clerk – LeAnn Minor

### Extra Clerks

1		K. Whitlow	12-07-97	02-03-08	04-01-18	FD
2		A. Dotson	12-06-98	05-19-13	04-08-18	FD
3		T. Ragsdale	09-29-08	12-07-14	04-15-18	FD
4	1971	D. Wehausen	06-14-98	01-16-05		KK
5	849	M. Fiene	03-26-00	09-24-06		KK
6	1218	A. Brandon	08-19-01	09-16-07		KK
7	1689	G. Mann	03-26-95	11-18-07		FD
8	1681	J. Wachtl	12-02-01	06-01-08		KK
9	1201	R. Ervin	05-14-00	03-01-09		KK
10	1755	M. Johnson	10-25-04	04-19-09		KK
11	124	B. Freeman	06-11-95	05-01-11		FD
12	2039	R. Brown	03-12-07	10-28-12		FD
13	1919	F. Carroll	05-04-97	01-27-13		FD
14	2130	A. Anderson	06-11-00	02-03-13		FD
15	2055	M. Yanow	01-09-06	03-17-13		KK
16	1071	A. Ritzow	01-03-05	05-16-13		KK
17	889	D. Owens	08-27-07	05-19-13		FD
18	1411	M. Thompson	08-09-04	09-29-13		FD
19	1807	R. Large	05-11-09	12-14-14		FD
20	207	T. Ishag	02-28-11	07-13-15		FD
21	1504	F. Tarver	02-28-11	07-26-15		FD
22	2011	M. Kallas	01-09-06	01-11-16		KK

K.Whitlow, A. Dotson and T. Ragsdale will return to the top of the Extra Clerks list.

Denise Wandke  
Director of Transportation  
414-937-3244  
[dwandke@mcts.org](mailto:dwandke@mcts.org)



## James Macon

---

**From:** Sylvana Radmer <sradmer@mcts.org>  
**Sent:** Tuesday, August 14, 2018 10:53 AM  
**To:** ATU998-President; ATU998-Vice President  
**Cc:** Dan Boehm; Williams-Killackey, Judith A. (MKE x1439)  
**Subject:** Request to bargain  
**Attachments:** 20180810\_164601.pdf

Dear James,

I received the attached letter dated August 10 and I am surprised at your request to bargain over the transfer of Fiebrantz station vs. Fond du lac station positions of all members.

The Union was informed of the closing of Fiebrantz and the transfer of employees to other stations many months ago. Recall that the adopted 2018 transit budget states: *"MCTS will finalize research into consolidation of garage/station facilities from three to two and begin the consolidation process in 2018, if feasible."*

In addition, Dan Boehm formally met with you in January to discuss this decision in detail. We also noted this as a topic of discussion during bargaining so we could ensure a smooth transition, and you never made a formal request to bargain any aspect of this discussion item before. I am truly surprised that you are raising the issue now, only 16 days before the last of these transfers is to occur, even though you had notice for months. This request is very untimely.

Several positions were transferred from Fiebrantz to Kinnickinnic in June, and additional positions will be transferred to Fond du Lac on August 26. The Company followed the provisions of the collective bargaining agreement with regard to the prior transfers and has repeatedly informed the Union that we intend to comply with these provisions for the remaining transfers. Furthermore, bus operators have picked their work for the fall and are ready to transition through these changes into cooler weather.

All of this being said, we are willing to meet with the Union to discuss any questions you may have as to how the last of the position transfers will occur.

Sincerely,

**Sylvana Radmer**  
Chief Human Resources Officer  
(414) 937-3230 | [sradmer@mcts.org](mailto:sradmer@mcts.org)  
Milwaukee County Transit System  
1942 N 17th Street  
Milwaukee, WI 53205  
Check us out on [Facebook](#) & [Twitter](#)



# AMALGAMATED-TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AEL-CIO

734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

August 10, 2018

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

**Reference: Members' Rights to Negotiate Management's Rights**

Dear Sylvana:

We, the members of ATU Local 998, request to bargain over the transfer of Fiebrantz Station vs. Fond du Lac Station positions of all members.

Sincerely,

James Macon  
President  
Amalgamated Transit Union, Local 998

Cc: Nate Holton  
Chris Abele  
All Milwaukee County Board of Supervisors



# AMALGAMATED-TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AFL-CIO

734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

January 19, 2018

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

## Reference: Open Records Request for One Million Dollar Surplus

Dear Sylvana:

A question was addressed by County Supervisor Marina Dimitrijevic to Dan Boehm at a County Board meeting January 18, 2018, regarding the One-Million Dollar Surplus that was left over from the company. He was unable to provide an answer.

We would like to know in writing under the Open Records Request, how and when did the One-Million Dollar Surplus originate?

I would also like to know about NRS benefit packages, and their pension and how much they contribute to the pension.

This is also under the Open Records' Request,

I look forward to your immediate response.

Sincerely,

James Macon  
President  
Amalgamated Transit Union, Local 998

**Michael Bautch**

---

Item 5  
Macon

**From:** Denise Wandke <DWandke@mcts.org>  
**Sent:** Tuesday, January 8, 2019 12:21 PM  
**To:** ATU998-President; ATU998-Vice President  
**Cc:** Dan Basile; Nathaniel Holton; Kevin Pumphrey; Emmett Nash; Michael Jarvis  
**Subject:** FW: Station communication

Good afternoon James and Mike,

It has been brought to my attention that on numerous occasions you have contacted the Clerks and/or the Administrative Assistant(s) during their hours of work requesting information, follow-up or to investigate a complaint that you may have been made aware of. I am requesting effective immediately you direct any questions or concerns to the Labor Department and no longer interfere with any employee while they are scheduled to work. Of course if an employee requests Union representation, at any time, they are welcome to contact you.

Denise Wandke  
Director of Transportation  
414-937-3244  
[dwandke@mcts.org](mailto:dwandke@mcts.org)

August 2, 2018,

James Macon  
734 N 26<sup>th</sup>  
Milwaukee, WI 53233

Dear James Macon :

Per the conversation concerning Fiebrantz station closing and how the clerks and extra clerks will be assigned. I will use the language in the General Labor Agreement (GLA) article XIII section M Special provisions for Station Clerks and Administrative Assistants beginning with paragraph 13.113

*"If a position of station clerk is abolished at any station, the clerks affected shall be allowed to exercise their system seniority in the selection of their new position. The clerks displaced as a result of such selection shall also be allowed to exercise their seniority, etc., down the seniority list until the bottom of the list is reached. Then the last clerk on the system seniority list shall revert to the senior position on the extra clerk list".*

Fiebrantz Regular Clerks will also be reassigned per 13.114-115 of the GLA

*"If a station is abandoned, regular station clerks at the abandoned station will be permitted to transfer in accordance to their seniority to any other station on the system and ability being sufficient, exercise their seniority in the selection of their new position".*

*"Regular clerks at an abandoned station, who have insufficient regular clerk seniority to displace any clerk, shall transfer as an operator to any station that their operator's seniority allows, with the following provisions".*

- (a) They shall retain their original date of regular clerk seniority.*
- (b) They shall exercise this regular seniority in bidding into a clerk vacancy.*
- (c) They shall be given first priority and must accept an appointment to extra station clerk at the station to which they transferred.*

Regular clerks who don't have the seniority to remain in that position will follow provision 13.117

*"Any regular clerk who is bumped out of a regular clerk's position, for reasons beyond their control, may elect to remain at station or return to the station at which they were last an operator".*

James Macon  
August 2, 2018,  
Page 2

The extra clerks at the Fiebrantz station will be assigned per 13.116 of the GLA

*"If a station is abandoned, extra clerks at the abandoned station will transfer to other stations on the system, according to seniority as operators. They shall retain their extra clerk's seniority and shall be allowed to exercise this seniority as of the date they were originally appointed to those positions".*

You also asked how will the clerks work environment be impacted once the Fiebrantz station arrives to Fond du Lac station?

- Fiebrantz extra clerks will be used to build extra boards as well as do front-end work.
- Extra clerks that build the extra board will remain station specific for a while, front end work can be done by all extra clerks.
- The extra clerk hours will be modified to provide station coverage as needed.
- The station picks will be held as usual for the Fall 2018 at each respective station.
- The final day of operation at Fiebrantz station will be Saturday August 25, 2018.
- Fiebrantz Operators will report to Fond du Lac station on Sunday August 26, 2018 to begin their Fall assignments.
- Clerks from Fiebrantz will receive training on the M-Card and credit card machines to deal with the public at the front window.

If you have any more questions, please feel free to contact me.

Thank you

Kevin Pumphrey  
Deputy Director of Transportation

## Milwaukee County Transit System

**To:** Grievance File #2018-0101

**From:** Kevin Pumphrey  
Deputy Director of Transportation

**Subject:** Removal of Station Clerks  
2nd Step Grievance Meeting

**Date:** November 7, 2018

---

On October 2, 2018, James Macon (President for ATU 998), Mike Bautch (Vice President for ATU 998), Mick Jarvis, Denise Wandke and I met in the Print Shop Conference room to discuss Station Clerks positions that were eliminated due to Fiebrantz Station closing.

### Background

August 25, 2018 was the last day that regular bus service operated out of the facility at 1900 W. Fiebrantz Street Milwaukee WI; also known as Fiebrantz operating station. All regular bus service was moved to 3201 W. Fond du Lac ave. Milwaukee WI; also known as Fond du Lac operating station. There were 2 regular Clerks at Fiebrantz and 3 extra clerks that also went to Fond du Lac station along with 140 Operators and one Station Supervisor to combine with the Fond du Lac staff.

### Union's Position

The Union argues that Fiebrantz Station is not abandoned but merely operating as a station inside the Fond du Lac facility and should have separate positions for an Administrative Assistant and three (3) regular clerks to support the operation.

### Discussion

Mr. Macon and Mr. Bautch discussed many issues they had, the focus was the hours that were being added to aid the clerk staff during the transitions period of getting the Fiebrantz operators acclimated to new surroundings and to assist in any other duties as necessary that would be done with the use of extra clerks. The station inside a station was also talked about several times by the Union and I explained that the duplication of services was not needed because there was only one facility and currently all positions were filled.

### Decision

Fiebrantz Station closed on August 25, 2018 and merged with Fond du Lac to become one station. We are not operating two facilities, but one facility, at one location. To identify the Operators and the routes, that were previously affiliated with the Fiebrantz location, we must temporarily continue to call them as such till all route training has occurred. When accessing if additional staff would be needed at the time of the merge, we provided 12 additional hours to the clerk position to help with the introduction of the consolidation. Now, nearly 3 months later, we have determined that the impact this merge has on the Station Clerk/AA position is minimal, if anything at all. We found that although Fond du Lac Station has more Bus Operators, their phone calls, window sales and work to be filled responsibilities are the same if

not less than those of KK Station. Therefore, in all fairness, effective November 25, 2018 the hours and staffing at Fond du Lac Station will be the same as those at KK Station, in compliance with the Labor Agreement. This grievance is denied. ATU Local 998 was notified of my decision.

cc: M. Bautch  
D. Wandke  
E. Nash  
Grievance #201800101





Amalgamated Transit Union Local 998

# GRIEVANCE FORM

MTS NUMBER

20180101

11/07/2002

PLEASE PRINT Fill in as many of the following blanks as possible

MTS

KENOSHA

SHEBOYGAN

WAUKESHA

FIRST TRANSIT

FINAL DISPOSITION OF GRIEVANCE (FOR UNION OFFICE ONLY) DATE RESOLVED:

GRIEVANCE CODES:

STEPS: 1 2 3 ARB DROPPED NP

RESULTS:

This grievance is the property of ATU Local 998 and must be returned upon resolution

GRIEVANT: UNION LOCAL 998

BDG/CLOCK #

WORK AREA: FDL STATION

CLASSIFICATION: Vice president

PHONE: 342-4300

GRIEVANCE DATE: 9-10-18

SAFETY RELATED

NATURE OF GRIEVANCE (PLEASE PRINT)

REMOVAL OF STATION  
CLERKS, ETC TO RUN FZ  
OPERATORS AT FDL STATION  
STATION IS NOT ABANDON.

DATE: 9-10-18

GRIEVANT:

STEWARD:

Michael Bauld

ATTACH ADDITIONAL SHEET IF NEEDED CHECK HERE IF ADDED SHEETS ARE ATTACHED

SETTLEMENT DESIRED (PLEASE PRINT)

REINSTATE ALL ASPECT  
OF FZ STATION. TO IT  
ORIGINAL FORM AND MAKE  
WHOLE IF NEED TO BE

SEP 11 AM 8:15

PERSONNEL DEPT

This grievance is the property of ATU Local 998 and must be returned upon resolution

**FIRST STEP MANAGEMENT ACTION**

---

---

---

---

---

---

DATE: \_\_\_\_\_ COMPANY REPRESENTATIVE: \_\_\_\_\_

**SECOND STEP MANAGEMENT ACTION**

---

---

---

---

---

---

DATE: \_\_\_\_\_ COMPANY REPRESENTATIVE: \_\_\_\_\_

**THIRD STEP MANAGEMENT ACTION**

---

---

---

---

---

---

DATE: \_\_\_\_\_ COMPANY REPRESENTATIVE: \_\_\_\_\_

**SPECIAL NOTES**      DATE: \_\_\_\_\_

---

---

---

---

---

---

---

---

## **Michael Bautch**

---

**From:** Emmett Nash <ENash@mcts.org>  
**Sent:** Wednesday, November 21, 2018 2:24 PM  
**To:** ATU998-President; ATU998-Vice President  
**Cc:** Michael Jarvis; Kevin Pumphrey; Nathaniel F. Holton  
**Subject:** Grievance 201800101 Clerks

Hello,

This email serves the purpose of confirming the conversation that took place on November 15, 2018 during the (3<sup>rd</sup>) step meeting of the above grievance. Mr. Macon requested to put the meeting on hold until a meeting was held with AA- D. Barnett, and Clerks C. Lyon & B. Freeman, D. Wandke & K. Pumphrey. Transportation I am asking that you schedule this meeting considering you are aware when it would best fit the AA & Clerks schedules. Mr. Macon is on vacation this week. My calendar is up to date.

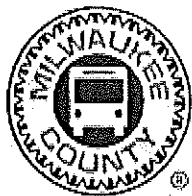
Any questions please contact me.

Emmett Nash II - DLR

Director of Labor Relations

(414)937-3214 | (414)344-2876

[enash@mcts.org](mailto:enash@mcts.org)



**Milwaukee County Transit System**

1942 N 17th Street

Milwaukee, WI 53205

Check us out on Facebook & Twitter

Item 5  
Macon



# AMALGAMATED-TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AFL-CIO  
734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

January 19, 2018

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

**Reference: Open Records Request for One Million Dollar Surplus**

Dear Sylvana:

A question was addressed by County Supervisor Marina Dimitrijevic to Dan Boehm at a County Board meeting January 18, 2018, regarding the One-Million Dollar Surplus that was left over from the company. He was unable to provide an answer.

We would like to know in writing under the Open Records Request, how and when did the One-Million Dollar Surplus originate?

I would also like to know about NRS benefit packages, and their pension and how much they contribute to the pension.

This is also under the Open Records' Request,

I look forward to your immediate response.

Sincerely,

James Macon  
President  
Amalgamated Transit Union, Local 998

Item 5  
Macon

## CONFIDENTIAL COMPANY PACKAGE SUPPOSAL

### MODIFICATIONS TO THE GENERAL LABOR AGREEMENT BETWEEN MILWAUKEE TRANSPORT SERVICE, INC. AND AMALGAMATED TRANSIT UNION, LOCAL 998

December 18, 2018

#### Amendments:

2.03 and 2.04 -  
Obsolete Language

Delete Sections 2.03 and 2.04

5.03  
Grievance Procedure

Edit as follows:

Second Step Change: Between the Company's Department Head, or alternate, and the Union's Vice President or Alternate. Either....

Third Step Change: Between the Company's Director of Labor Relations, or alternate, the Union's Vice President or alternate, and such other Representative(s) as the Union may elect. In the case of a discharge grievance, between the Deputy Director or alternate, and the Union's Vice President or alternate.

Update titles in entire Section as needed.

Parties have agreed to meet to discuss grievance procedures and potential changes.

Article VII – Leave of Absence Delete 7.01 and 7.02 and replace with the following:

7.01(a) If an employee needs a leave of absence for a condition that would be considered a serious health condition and is eligible for leave under the Wisconsin or Federal FMLA they must apply for leave under the Company's FMLA policy and comply with the Company's FMLA procedures for requesting leave. For leaves not covered by the Wisconsin or Federal FMLA (including a leave of absence after FMLA leave expires), non-probationary employees may be granted a leave of absence for good and sufficient reasons such as a critical emergency family situation. Employees must complete an application for the leave of absence stating clearly the reason for the request and submit it to their department head for

approval. Employees shall not be permitted to hold their seniority rating under a leave of absence longer than six (6) months, except in case of sickness or accident off duty employees will retain their place on the seniority list for a maximum of one (1) year, providing that they are then certified by a Company selected physician or surgeon as physically able to return to work. This time may be extended beyond one (1) year when mutually agreed upon by the Union and the Company. The Company shall notify the Union in writing of all leaves of absence granted of thirty (30) days or longer.

(b) If an employee needs a leave of absence within sixty (60) days of returning from leave, the additional leave shall be considered a continuation of the earlier leave for purposes of retaining seniority.

7.02 Non-probationary employees who are not eligible for leave due to the birth or adoption of a child under Wisconsin or Federal FMLA, may request a parenting leave of absence of up to ten (10) weeks at the time of birth or adoption of an infant (0-12 months old). In the event that prior to the birth or adoption the employee was medically unable to work prior to the request for parenting leave due to the pregnancy or requested other time off due to the pregnancy or adoption, the combined leaves shall not exceed 10 weeks. Request for parenting leaves of absence shall not be unreasonably denied.

22.03 only applies to individuals not eligible for FMLA leave

**Article XI – Obsolete Terms**

Delete entire article related to Part Time Employees

**Section 13.056(b)**

Edited as follows:

No reliefs will be scheduled after ~~7:00 p.m. (non-summer) and 7:30 p.m. (summer)~~ 6:30 p.m. on services that are regularly scheduled and created by the Schedule Department, and that end before 3:00 a.m. Transportation will be provided for all reliefs after ~~7:00 p.m. (non-summer) and 7:30 p.m. (summer)~~ 6:30 p.m. that are regularly scheduled and created by the Schedule Department, and that end at or after 3:00 a.m.

**Section 13.072 – Obsolete Terms**

Delete references to Janitors.

**Section 13.088 – Platform Instructors**

Eliminate (c)

Edit (a) to read:

(a) Transportation operators selected for platform instructor's duty shall be paid ~~one dollar (\$1.00)~~ one dollar and fifty cents (\$1.50) per hour above the basic rate when performing such duty. In computing overtime, this instructor's rate shall apply. Such instruction work shall be rotated equally among all platform instructors.

Platform Instructors shall be re-qualified annually. The requalification process shall consist of a performance review and meeting the same

10/24/18

Union would like for all employees.

16. **22.05 – Return to Work**

**Company 11:**

Modify language to state:

It is the Company's intent to minimize delays in employees receiving clearance from the Company doctor to return to work. When an employee is subject to the Company doctor's clearance in order to return to work, the Company will pay the employee for any time lost in excess of seven (7) days (excluding Saturdays, Sundays and holidays) due to unavailability of Company doctors under the following conditions:

- (a) The Company will schedule appointments with Company doctors. The employee should contact the Manager of Employee Benefits by no later than noon following the day they receive a release to return to work from their doctor to schedule the appointment with the Company doctor. Any appointments with personal or Company doctors will be scheduled so as to minimize time between appointments. The employee will be responsible for providing the Company doctor with necessary records and documentation.
- (b) The seven (7) day lost-time waiting period shall be the seven (7) days following the day the employee contacts the Manager of Employee Benefits. If the employee contacts the Manager of Employee Benefits after noon, this seven day period shall first start to run on the second day after the employee contacts the Manager of Employee Benefits.
- (c) The employee must contact the Manager of Employee Benefits within 24 hours of being released to return to work by their doctor. If an employee fails to contact the Manager of Employee Benefits within this time period, they will not receive pay between the time they are released to return to work and the time that they see the Company doctor.

Union likes current language.

17.

**Union 15: Sick Day Donations Section 22.06**

**Company 12:** Modify language to state:



# AMALGAMATED-TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AFL-CIO

734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

February 28, 2018

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

Dear Sylvana:

The Union has received the new policy regarding Sick Leave. The policy is a change to the working conditions, violates past practice provisions and needs to be negotiated. Effective immediately, the union is requesting the company to cease and desist this policy. The union demands to bargain over any changes to the Sick Leave policy.

Sincerely,

James Macon  
President  
Amalgamated Transit Union, Local 998

JM:vc:opeiu9aficio  
Enclosure: (new policy)





# AMALGAMATED-TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AFL-CIO

734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

October 22, 2018

Donna Brown-Martin  
Director of Transportation  
10320 Watertown Plank Rd., 2<sup>nd</sup> Floor  
Wauwatosa, WI 53226  
Fax No. 414-257-5950

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

Dear Ms. Brown-Martin:

As you are aware, the contract negotiations' topic was scheduled on the agenda at the Transportation meeting. Milwaukee County Transit System seems to fault ATU Local 998 on issues pertaining to how the contract is slowly moving at this time. ATU Local 998's negotiation committee has attempted to settle numerous issues concerning the contract between MCTS and ATU Local 998. Unfortunately, the company is un-willing to work with the union on proposals that have been presented. We are about to run out of time for contract talks, and no accomplishments have been made. It appears the company's negotiation team has been hand-picked to not work with the union on anything. We do not intend to sit back and let that happen.

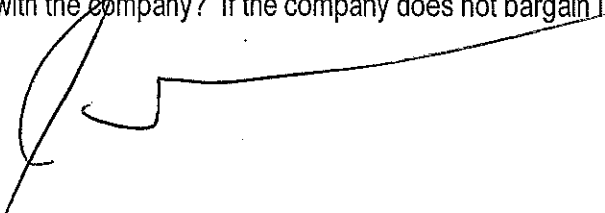
ATU Local 998 and MCTS had a conversation about the Sick Day Policy. We (union) informed the company that we had no interest in discussing the Sick Day Policy during contract talks and walked out of the meeting. The company sent an email to the union in reference to the matter, but we made no response. The company eventually, put the Sick Day Policy in place, and stated that the union agreed to it.

The union attempted to work with the company regarding this matter, but they were not interested in what we had to say. We were in the middle of filing charges against the company regarding this issue, but due to untimeliness, the charges were thrown out, even though we had a case against the company. Currently, the charges are in the appeal process.

**Video Training:** Three attempts have been made by MCTS, to allow Video Training for the bus operators to learn their routes. The union has made it perfectly clear that we are not in agreement with this type of training for the drivers. This was mentioned during talks, and we made it clear that the union refused to discuss Video Training until contract talks. This took place during the same time of the Sick Day Policy meeting. Again, the union walked out, because we did not want to entertain the discussion.

The union eventually worked out an agreement with the company (in their contract proposal, in writing) that nothing will be changed in Training. Nonetheless, as I stated, the company made three attempts following our agreement, to add Video Training in their proposal. Therefore, if they don't want to negotiate in good faith, what is the purpose of negotiating with the company? If the company does not bargain in good faith, the union's next step will be arbitration.

Sincerely,

  
James Macon, President  
Amalgamated Transit Union, Local 998



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD



SUBREGION 30  
310 West Wisconsin Avenue, Suite 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880

Download  
NLRB  
Mobile App

September 6, 2018

Michael Bauch, ATU Local 998 Vice President  
Amalgamated Transit Union Local 998  
734 N 26th St  
Milwaukee, WI 53233-1806

Re: Milwaukee Transport Services  
Case 18-CA-226827

Dear Mr. Bauch:

The charge that you filed in this case on September 05, 2018 has been docketed as case number 18-CA-226827. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney TABITHA E. BOERSCHINGER whose telephone number is (414)930-7193. If this Board agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)930-7204.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

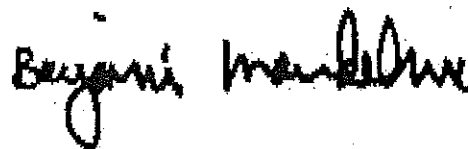
**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

JENNIFER A. HADSALL  
Regional Director



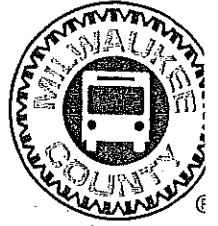
By:

BENJAMIN MANDELMAN  
Officer in Charge

# Milwaukee County Transit System

1942 NORTH 17TH STREET • MILWAUKEE, WISCONSIN • 53205-1697 • (414) 344-4550

vital then. vital now.



March 1, 2018

James Macon  
President  
Amalgamated Transit Union, Local 998  
734 North 26th Street  
Milwaukee, WI 53233

**RE: Milwaukee County Transit System and Change to Sick Leave Policy**

Dear James:

I was surprised to receive your letter dated February 28, 2018 relating to certification of illness as part of our sick leave policy. In that letter you request that the Company cease and desist the new policy and demand to bargain over any changes to the sick leave policy.

However, the Company and Union in fact did bargain over the changes to the policy. As you may recall, the Company and Union met on January 31, 2018. At that meeting, the Company specifically raised as an issue regarding employees providing information regarding absences. As such, the Company proposed that employees be required to provide a doctor's note after the third day of being absent. The Union responded to this proposal by suggesting that certification first be required after the fifth day of absence. The Company considered this suggestion, and in fact exceeded the requirement by asking for a doctor's note after the seventh consecutive day of illness. We notified the Union on February 8, 2018 via e-mail that the change policy would take effect on Sunday, March 4, 2018. On **February 27, 2018**, the Company notified the employees of this change. It was only after that notice was sent - weeks after the Union was notified of our understanding of the agreement - that you sent your letter on February 28, 2018.

In short, the parties have already bargained over changes to the policy and agreed to them. As such, the policy will become effective March 4, 2018.

Very truly yours,

A handwritten signature in cursive script that reads "Sylvana Radmer".

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System



# AMALGAMATED TRANSIT UNION

LOCAL 998 • AFFILIATED WITH AFL-CIO

734 North 26th Street Milwaukee, WI 53233 (414) 342-4300 Fax: (414) 342-1998

February 28, 2018

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

JAMES MACON  
President

MICHAEL BAUTCH  
Vice President

JOHN GROH  
Financial Secretary-  
Treasurer

CASSANDRA COBB  
Recording Secretary

Dear Sylvana:

The Union has received the new policy regarding Sick Leave. The policy is a change to the working conditions, violates past practice provisions and needs to be negotiated. Effective immediately, the union is requesting the company to cease and desist this policy. The union demands to bargain over any changes to the Sick Leave policy.

Sincerely,

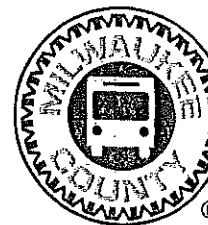
James Macon  
President  
Amalgamated Transit Union, Local 998

JM:vc:opeiu9aficio  
Enclosure: (new policy)

# Milwaukee County Transit System

1942 NORTH 17TH STREET • MILWAUKEE, WISCONSIN • 53205-1697 • (414) 344-4550

vital then. vital now.



March 1, 2018

James Macon  
President  
Amalgamated Transit Union, Local 998  
734 North 26th Street  
Milwaukee, WI 53233

**RE: Milwaukee County Transit System and Change to Sick Leave Policy**

Dear James:

I was surprised to receive your letter dated February 28, 2018 relating to certification of illness as part of our sick leave policy. In that letter you request that the Company cease and desist the new policy and demand to bargain over any changes to the sick leave policy.

However, the Company and Union in fact did bargain over the changes to the policy. As you may recall, the Company and Union met on January 31, 2018. At that meeting, the Company specifically raised as an issue regarding employees providing information regarding absences. As such, the Company proposed that employees be required to provide a doctor's note after the third day of being absent. The Union responded to this proposal by suggesting that certification first be required after the fifth day of absence. The Company considered this suggestion, and in fact exceeded the requirement by asking for a doctor's note after the seventh consecutive day of illness. We notified the Union on February 8, 2018 via e-mail that the change policy would take effect on Sunday, March 4, 2018. On **February 27, 2018**, the Company notified the employees of this change. It was only after that notice was sent - weeks after the Union was notified of our understanding of the agreement - that you sent your letter on February 28, 2018.

In short, the parties have already bargained over changes to the policy and agreed to them. As such, the policy will become effective March 4, 2018.

Very truly yours,

A handwritten signature in cursive script that reads "Sylvana Radmer".

Sylvana Radmer  
Chief Human Resources Officer  
Milwaukee County Transit System