

AGREEMENT

between

CITY OF MARSHFIELD

and

MARSHFIELD WASTEWATER TREATMENT PLANT

**GENERAL TEAMSTERS UNION
LOCAL 662**

January 1, 2010 - December 31, 2013

Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
<u>4</u>	<u>Definitions</u>	<u>4</u>
<u>36</u>	<u>Duration of Agreement</u>	<u>26</u>
<u>18</u>	<u>Emergency Leaves</u>	<u>17</u>
<u>27</u>	<u>Employee Safety</u>	<u>22</u>
<u>30</u>	<u>Equal Employment Opportunities</u>	<u>24</u>
<u>26</u>	<u>Equipment and Accident Reporting</u>	<u>22</u>
<u>6</u>	<u>Fair Share Agreement</u>	<u>6</u>
<u>11</u>	<u>Grievance Procedure</u>	<u>10</u>
<u>16</u>	<u>Holidays</u>	<u>15</u>
<u>28</u>	<u>Hours of Work</u>	<u>22</u>
<u>23</u>	<u>Insurance</u>	<u>19</u>
<u>9</u>	<u>Job Posting</u>	<u>8</u>
<u>25</u>	<u>Jury Duty Pay</u>	<u>21</u>
<u>10</u>	<u>Layoff – Recall</u>	<u>10</u>
<u>21</u>	<u>Leaves of Absence</u>	<u>19</u>
<u>20</u>	<u>Longevity</u>	<u>18</u>
<u>5</u>	<u>Management Rights</u>	<u>4</u>
<u>19</u>	<u>Maternity Leave</u>	<u>18</u>
<u>34</u>	<u>Military Leave</u>	<u>25</u>
<u>3</u>	<u>New Positions, Operations or Installations</u>	<u>3</u>
<u>1</u>	<u>Policy of City and Union</u>	<u>3</u>
<u>35</u>	<u>Post Employment Health Plan (PEHP)</u>	<u>25</u>
<u>7</u>	<u>Probation</u>	<u>7</u>
<u>2</u>	<u>Recognition</u>	<u>3</u>
<u>29</u>	<u>Residency</u>	<u>24</u>
<u>24</u>	<u>Retirement</u>	<u>21</u>
<u>31</u>	<u>Savings Clause</u>	<u>25</u>
<u>8</u>	<u>Seniority</u>	<u>7</u>
<u>17</u>	<u>Sick Leave</u>	<u>16</u>
<u>13</u>	<u>Supervisory Work</u>	<u>12</u>
<u>14</u>	<u>Suspension, Discharge and Disciplinary Action</u>	<u>12</u>
<u>12</u>	<u>Union Activities</u>	<u>12</u>
<u>32</u>	<u>Uniforms</u>	<u>25</u>
<u>15</u>	<u>Vacations</u>	<u>13</u>
<u>33</u>	<u>Wages</u>	<u>25</u>
<u>22</u>	<u>Worker's Compensation</u>	<u>19</u>
	<u>Appendix "A"</u>	<u>27</u>
	<u>Appendix "B"</u>	<u>30</u>

**AGREEMENT BETWEEN THE CITY OF MARSHFIELD
AND LOCAL 662, GENERAL TEAMSTERS UNION**

This agreement entered into by the City of Marshfield, Wisconsin, hereinafter referred to as the "City", and General Teamsters Union, Local 662, hereinafter referred to as the "Union", in order to increase the general efficiency of the City Government of the City of Marshfield.

Article 1 - Policy of City and Union

The City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City, acting through its Mayor, to retain the rights to operate effectively, in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens;

The parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the City by the Statutes of the State of Wisconsin; and

It is the intention of this agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment condition of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the City, and to provide an orderly and prompt method for handling and processing grievances. The parties agree with each other as follows:

Article 2 - Recognition

Section 1

The City recognizes the Union as the sole and exclusive bargaining agent for all lab technician and operator positions of the City exclusive of the supervisor who has the authority to hire, discharge, discipline or recommend changes in the status of the employees as to wages, rates, hours or working conditions.

Section 2

The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provision of this Agreement. Any such Agreement shall be null and void.

Article 3 - New Positions, Operations or Installations

In the event new operations or new installations are commenced by the City or in the event

new positions are created or reclassifications occur with respect to existing positions, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by agreement between the parties. If such agreement is not reached the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Article 4 - Definitions

Section 1 - Regular Full-Time Employees:

A regular full-time employee shall mean an employee who has completed the probationary period and is employed on a regular schedule of at least forty (40) hours or more per week.

Section 2 - Probationary Employees:

A probationary employee shall be a regular full-time employee who has not completed the probationary period.

Section 3 - Temporary Employees:

These are employees who are hired for a limited term of employment for a temporary or emergency situation, for example, to cover a position during the absence of the incumbent, to assume responsibility for an increased workload for a limited period, or to participate in a special project which will last for a limited period. Temporary employees are not eligible for the benefits accorded regular full-time employees under the terms and conditions of this contract. Temporary employees will not be used to replace regular full-time employees. Temporary employees may not accumulate seniority. When a temporary employee becomes a full-time employee, their seniority shall be deemed to have commenced as of the date the employee is given full-time status.

Article 5 - Management Rights

Section 1

The Union recognizes that the City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin and the United States and the Charter of the City.

The City possesses the sole right to operate City Government and all management rights repose in it but such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used;

- b. to introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. to change existing methods or facilities;
- d. to determine the size of the work force and increase or decrease its size;
- e. to hire, promote, transfer, assign and retain employees in positions with the City, consistent with the provisions of this agreement;
- f. to suspend, demote, discharge and take other disciplinary action against employees for just cause, consistent with the provisions of this agreement;
- g. to establish work schedules;
- h. to direct all operations of City Government;
- i. to maintain the efficiency of City Government operations entrusted to it;
- j. to establish job descriptions and reasonable levels of performance of jobs;
- k. to adopt, revise and enforce work rules, and the City agrees that those work rules which primarily relate to wages, hours and conditions of employment and which are mandatorily bargainable, are subject to the review and approval of the Union;
- l. employees shall be in general good physical condition so that they are able to perform the normal duties of their position;
- m. to take actions necessary to carry out the functions of the City in situations of emergency.

Section 2

The Union and the employees agree that they will not attempt to abridge these management rights and the City agrees it will not use these management rights to interfere with rights established under this agreement or for the purpose of undermining the union or discriminating against any of its members.

Section 3

Any dispute with respect to the reasonableness of the application of said management rights with employees covered by this agreement may be processed through the grievance and arbitration procedures contained herein.

Article 6 - Fair Share Agreement

Section 1 - Dues Deduction

The employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fee and assessments of Local #662 and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction was made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 2 - Fair Share

- A. **Membership Not Required:** Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in any employee organization as they see fit.
- B. **Effective Date and Employees Covered:** Unless otherwise terminated as hereinafter provided, the employer shall deduct from the monthly earnings of all regular full-time employees specified herein an amount equal to such employees proportionate share of the cost of collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members as certified by the Union and shall pay such amount to the treasurer of the bargaining representative of such employee on or before the end of the month following the month in which such deduction was made.
 - 1. **New Employees:** Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new employees in the first pay period following the completion of thirty (30) calendar days.
 - 2. **Other Employees:** Employees other than regular full-time employees are excluded from the requirements of this section. In addition, employees on lay-off or leave of absence or other status in which they receive no pay are excluded.
 - 3. For the purposes of this Article the phrase "cost of collective bargaining process and contract administration" shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.
- C. **Responsibilities of the Employer and the Collective Bargaining Representative:**
 - 1. If, through inadvertence or error, the employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such a deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative. The employer

shall not be liable to the collective bargaining representative, employee or any party by reason of the requirement of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

2. Indemnification and Hold Harmless Provision:

The collective bargaining representative shall indemnify and save the employer harmless against any and all claims, demands, suits, orders, judgements, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the employer under this section.

3. Trust Account:

During the pendency of any action brought challenging the provisions of this fair share agreement, or the right of the employer and the collective bargaining representative to enter into such an agreement are sums which the employer has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the treasurer of the collective bargaining representative shall be placed in a separate trust account pending the ultimate disposition of such action. While held in trust, such funds shall earn no interest.

Article 7 - Probation

Section 1 - Probationary Period

Employees beginning employment with the City shall serve a six (6) month probationary period, commencing with the first day of employment. During the probationary period, employees shall have no seniority status and may be laid off or terminated at the sole discretion of the City without regard to their relative length of service. At the conclusion of an employee's probationary period, the employee's name shall be added to the seniority list as of the employee's last hiring date.

Section 2 - Extension of Probationary Period

The probationary employment period set forth herein may be extended by agreement between the parties. Such agreement of extension shall be in writing.

Article 8 - Seniority

Section 1 - Definition

Seniority shall be defined as the length of service with the employer since the last date of hiring. Length of service with the employer is the length of uninterrupted employment with the employer commencing with the last date of hiring. Vacations, sick leave, funeral leaves, leaves of absence, disciplinary lay offs, illness, and accidents shall not constitute an interruption of employment, except where otherwise specifically provided for in this

agreement.

Section 2 - Temporary Assignments, Promotions

Employees temporarily assigned or promoted with their consent, to a supervisory position with the Wastewater Treatment Plant or to a job for which the Union is not the bargaining agent and who is subsequently reassigned to work for which the union is the bargaining agent, provided s/he returns within one (1) year, shall not lose seniority as the result of such transfer or promotion, but shall accumulate seniority in the bargaining unit during the period thereof, and shall be returned to the job s/he previously held. The union shall be notified in writing of such transfers or promotions. If the employee so transferred or promoted does not return to work in the bargaining unit within one (1) year from the date of such transfer or promotion, s/he shall forfeit all accrued seniority.

Section 3 - Loss of Seniority Rights

Seniority and the employment relationship shall be broken and terminated if an employee:

- a. quits;
- b. is discharged unless subsequently reinstated through grievance or arbitration procedures;
- c. is absent from work for three (3) consecutive working days without notification to and approval by the Employer, unless unable to notify for a physical or other reasonable excuse;
- d. fails to report for work for three (3) consecutive working days at the termination of a leave of absence;
- e. while on leave of absence for personal or health reasons accepts other employment without permission which conflicts with, or is contrary to, the reasons for which the leave of absence was granted; or
- f. retires.

If an employee of the Wastewater Treatment Plant transfers to another City department, seniority would transfer as applicable to benefits based on length of service. Seniority as applied to job posting, lay off and recall and scheduling of vacation would not transfer to another department.

Article 9 - Job Posting

Section 1 - Plant Posting

Whenever there shall be a job opening or a new job created within the bargaining unit, the

City shall post, within 15 working days, a notice on a bulletin board which shall be located where employees can see it when coming to, or leaving, or going about their work. Such notice shall provide the job title, necessary qualifications and a place for each interested employee to sign his/her name. Such notice shall remain posted for five (5) working days before a permanent assignment of an employee is made. Each employee signing the notice must, during the five (5) day posting period, submit to the Department Head, a written summary of all relevant experience or qualifications which the employee wishes the City to take into consideration in filling the posted job.

Section 2 - Temporarily Filling of Vacancy

The City shall have the right to temporarily fill the job that is posted.

Section 3 - Trial Period

An employee changing positions through job posting shall serve a trial of ninety (90) days in the new position, and should the employee be found unqualified to perform the work, shall be returned to their former position.

An employee shall have twenty (20) working days to disqualify themselves. After twenty (20) working days the City has the right to make the appointment permanent. An employee disqualifying themselves shall have the right to return to their former position.

Section 4 - Filling Vacancies from Outside the Plant

Nothing herein contained shall prevent the employer from hiring new employees to fill a job vacancy if no qualified employees are found within the Wastewater Treatment Plant. However, it is the employer's intent to fill all vacancies from within the Wastewater Treatment Plant.

Section 5 - Seniority in Job Posting

Awarding a vacant position will be based on seniority, minimum qualifications, and ability to perform in the position applied for. Where skill and ability are equal, seniority will govern. The Employer shall be the sole judge as to an employee's qualifications and ability to perform the duties of a position, subject to the grievance procedure.

Section 6 - Trial Period Pay

An employee who has been awarded a job that has been posted shall receive no less than 25 cents (\$.25) per hour below the top rate of the job during the trial period.

Article 10 - Layoff-Recall

Section 1 - Layoff

In case of lack of work, layoffs are to be made on the basis of seniority, if qualified to perform the available work. The employer shall notify the union thirty (30) calendar days in advance of any anticipated layoff. Notice of layoff shall be given personally or by posted notice or by telephone message at the telephone number listed by the employee with the employer, or by telegram sent to the last know address of the employee. In case of a layoff because of lack of work, the employer shall, whenever possible, so notify the union in advance of such layoff. During layoff periods the normal work week shall not be reduced to less than forty (40) hours per week.

Section 2 - Recall

In recalling laid-off employees, the employee with the greatest seniority shall be called back first, if qualified to perform the available work. Notice shall be made by phone and in writing to the employee's last know address. If the employee fails to respond to the recall notification within five (5) working days of receipt of notice, they shall lose all seniority rights. The employer shall be under no obligation to recall to work employees who have been laid off for a period in excess of twelve (12) months. The employer shall be the sole judge as to an employee's qualifications and ability to perform the duties of a position, subject to the grievance procedure.

Article 11 - Grievance Procedure

Section 1 - Definition of Grievance

A grievance is defined as, and limited to, an alleged violation of the provisions of this agreement.

Section 2 - Steps in Procedure

Step 1: All grievances must be presented promptly. The aggrieved employee shall present his/her grievance orally or in writing (with or without his Union steward) to his/her immediate supervisor within five (5) days of its occurrence or his knowledge of the occurrence. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his complaint later except in cases affecting the employee's safety or health. The aggrieved employee's immediate supervisor shall respond in writing within five (5) working days from date of receipt of the grievance, and of his/her decision on the grievance presented to him/her.

Step 2: If the grievance is not settled in the first step, the grievance must be filed in writing, indicating the section of the contract alleged to have been violated and facts surrounding the incident, with the Director of Public works ten (10) working days after the employee's immediate supervisor's response has been received.

The Director of Public Works will then inform the aggrieved employee and the Union in writing of this decision within ten (10) working days after receiving the grievance.

Step 3: If the grievance is not settled in the second step, the employee and the union will appeal the decision in writing to the City Administrator's Office and the City Finance, Budget and Personnel Committee. This appeal must be made within ten (10) working days of receipt of department head's decision in Step 2. The City Administrator and City Finance, Budget and Personnel Committee will inform the aggrieved employee and the Union of their decision in writing within ten (10) working days after receiving the grievance.

Section 3 - Time Limitations

Grievances shall be processed in the following manner. If it is impossible to comply with the time limits specified in this procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent. Time limits shall be exclusive of Saturdays, Sundays, and holidays. If a grievance is not presented within the time limits set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive.

Section 4 - Arbitration

Should the grievance remain unresolved after Step 3, either party shall then have fifteen (15) days after the City Administrator's Office, and City Finance, Budget and Personnel Committee's response is received in Step 3 in which to notify the other in writing that the dispute shall be submitted to final and binding arbitration and shall request the appointment of an Arbitrator from the staff of the Wisconsin Employment Relations Commission. The arbitrator shall use his/her best effort to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall submit, in writing, the decision to the City and to the Union within thirty (30) days after the inclusion of testimony and argument. The arbitrator(s) shall have no power or right to amend, modify, nullify, ignore, add to or subtract from this agreement including wage rates, hours or other terms and conditions of employment and shall only consider and make a decision with respect to the alleged violation submitted by the City and the Union and shall have no right or power or authority to make a decision on any other issue not so submitted. Each party shall share equally in the cost of

the arbitrator. Each party, however, shall bear their own costs for witnesses, and all other out-of-pocket expenses including attorney's fees. Either party may request a transcript at their own expense.

Article 12 - Union Activities

Section 1 - Union Business

The Union shall inform the City in writing of the names of the Steward and Alternates. Those so named shall be permitted to investigate and process grievances during working hours without loss of pay for periods of time up to one (1) hour in duration and only after the Department Head has determined that work schedules will not be unreasonably interrupted. Business representatives of the Union may contact Union members at reasonable times during working hours provided permission is first obtained from the Department Head. When Union officers or members are aware in advance that business representatives will be meeting with them during working hours on specific dates and approximate times, they will obtain permission from the Department Head to the date and time of said meeting. The City reserve the right to exclude union meetings from any and all work areas on City property. Such meetings will not seriously interrupt the normal and efficient operations of City business. All union shop meetings on City property must be approved by the Superintendent at least 48 hours prior to the meeting.

Section 2 - Union Payments to Employees

When the Union requires employees to participate in union activities that require them to be absent from their normal job and the employer agrees to this absenteeism, the union agrees to reimburse the employee for such wages lost. This shall apply to such items as fact finding sessions, negotiating sessions, arbitration sessions, and union meeting for official business; but it shall not include grievance sessions.

Article 13 - Supervisory Work

Supervisors may perform the duties of the employees covered by this Agreement when training new employees; when instructing employees regarding a new process or equipment; or in emergency situations when qualified employees are not immediately available.

Article 14 - Suspension, Discharge, and Disciplinary Action

Section 1

No employee who has completed his/her probationary period shall be discharged or suspended without one (1) warning notice of the complaint in writing to the employee with a copy to the Union and steward, except no warning notice is required for discharge due to dishonesty, being under the influence of intoxicating beverages while on duty, recklessness resulting in a chargeable accident while on duty or other flagrant violations.

1. For the first offense - an oral reprimand.
2. For the second offense of the same or similar nature - a written reprimand with a copy placed in the employee's file.
3. For the third offense of the same or similar nature - one day's suspension without pay.
4. For the fourth offense of the same or similar nature - suspension or discharge.

Section 2

Any employee desiring an investigation of his/her discharge, suspension or warning notice must file his/her protest in writing with the employer and the union within five (5) days, exclusive of Saturday, Sunday, and holidays, of the date the employee received such discharge or warning notice.

Section 3

The discharge, suspension or warning notice shall then be discussed by the Employer or its representative and the Union as to the merits of the case. Should it be found that the employee has been unjustly discharged, or suspended, s/he shall be reinstated and compensated for all time lost at his/her regular rate of pay plus such overtime as s/he may have worked.

Section 4

The employee may be reinstated under other conditions agreed upon by the employer and the Union or pursuant to the terms of an arbitration award. Failure to agree shall be cause for the issue to be submitted to arbitration as provided for in Article 11 of this Agreement.

Section 5

Discharge and suspension grievances shall commence at Step 2 of the grievance procedure as set forth in this Agreement. For this article no reprimand shall be considered effective for longer than a twelve (12) month period, and no suspension shall be considered effective for longer than a twelve (12) months period, providing the employee maintains a clean work record. The Union will be provided a copy of all written reprimands, suspensions and discharges as soon as such actions are taken by the City.

Article 15 - Vacations

Section 1 - Allowances

All vacations shall be based on the employee's anniversary date; and shall be accrued

according to the following schedule. No employee shall be entitled to vacation time or vacation pay until they have completed their first year of employment.

1 year	1 week
2 years	2 weeks
7 years	3 weeks
13 years	4 weeks
20 years	5 weeks

Section 2

A week's vacation shall be computed on the basis of a 40 hour week at the employee's normal rate of pay.

Section 3

All employees who are eligible for vacation shall submit their choices of dates to their Department Head by February 1. Requests for vacation for four or more days in length must be submitted for approval prior to February 1 for seniority rights to apply. Request for vacation and personal holidays of less than four days in length must be submitted for approval five working days prior to their use, unless approved by the Department head. Where two or more employees request the same date; the senior employee shall have first choice. The choice and length of the vacation may be changed by mutual agreement between the employee and department head.

Section 4

Employees who give at least four (4) weeks prior notice when possible to quitting and employees whose service is being terminated due to discharge, death or retirement shall receive all earned vacation based upon actual months of service. If an employee's service is terminated before the 15th of the month, s/he shall not receive credit for such month; however, if the termination occurs on or after the (15th) of the month, credit for a full month shall be credited toward the pro-rated vacation allowance.

Section 5

Vacation periods of all employees except those not entitled to one week shall be taken in units of not less than one week unless previously authorized by the department head. No partial days of vacation shall be granted. The minimum vacation period shall be one day. Vacations may be used in half day increments for emergency purposes only with the approval of the Superintendent.

Section 6

Vacation credits must be used each year and shall not accumulate. Unused vacation time shall be considered as time worked, and shall not be compensated. If an employee is

scheduled for vacation and is asked to work during that time and agrees, s/he shall receive one and one-half (1 1/2) pay for covering the vacancy.

Article 16 - Holidays

Section 1 - Holiday Schedule

All regular full-time employees shall be granted the following holidays off with pay:

New Years Day	Thanksgiving Day
Memorial Day	Friday day after Thanksgiving
Independence Day	December 24th
Labor Day	Christmas Day
Two Personal Holidays	

A holiday work sign-up sheet will be posted semi-annually on or about January 15 and July 15 of each year to encompass the next six (6) month period. The most senior employee scheduled to work on a holiday shall have the first option to sign up to work that holiday on their regular shift. If the most senior employee scheduled to work on a holiday declines, the sign-up sheet will be used. If insufficient employees sign up to work a particular holiday, the least senior operator scheduled to work the holiday will work that holiday.

Section 2

Regular employees shall not be required to work except where it is necessary to keep the Wastewater Treatment Plant in operation or to maintain service to customers, and shall be paid eight (8) hours pay at the regular straight time hourly rate for the holidays listed in Section 1. When required to work an employee shall receive eight (8) hours of holiday pay plus time and one-half for all hours worked. When called in to work a holiday; this does not include employees scheduled to work that day; an employee shall receive double time for all hours worked and time an a half for hours not worked to the minimum of two hours.

Section 3

Holidays which fall on a Saturday or Sunday will be observed the preceding Friday or following Monday pending agreement between the Union and the City. Employees who are assigned to work or are called in to work on the Friday preceding a holiday or on the Monday following a holiday shall receive holiday pay for those days, but will not be paid holiday pay on Saturdays or Sundays if assigned to work or are called in to work.

Section 4

All permanent employees and full-time probationary employees shall be paid for holidays, regardless of length of service.

Section 5

When a holiday occurs during an authorized vacation for which an employee receives compensation, the holiday will not be counted as part of the vacation. When a holiday falls on an employee's regularly scheduled day off and the employee is entitled to the holiday, the employee will be allowed to take the day off at another date during the year with the approval of the supervisor. Any employee calling in sick the day preceding or following a holiday will not be entitled to receive pay for the holiday, unless approved by the supervisor.

Article 17 - Sick Leave

Section 1

All regular full-time employees shall earn paid sick leave at the rate of one day per month, and the maximum accumulation of sick leave shall be one hundred and twenty (120) days. Probationary employees shall not be entitled to use sick leave while on probation, their sick leave shall be accrued at the rate prescribed for permanent full-time employees.

Section 2

All employees shall themselves notify the department head or other designated individual when they are unable to work because of illness as soon as possible before the start of their shift. Failure of such notice shall be grounds for disciplinary action. In an emergency or where there are extenuating circumstances a designee of the employee may notify the department head or other designated individual.

Section 3

The City may require a doctor's statement or other evidence as proof of illness, including a sick leave explanation form. Before an employee may return to work after an absence of more than four (4) days in order to be eligible for sick leave benefits, s/he must present a doctor's certificate verifying said sickness. It is mutually agreed by both parties to this agreement that any employee who falsely reports to his/her department head that s/he is ill for the purpose of using sick leave as unearned time off shall be subject to disciplinary action.

Section 4

Sick leave will be charged to employees in amounts not less than one (1) hour rounded to the nearest hour.

Section 5

Each employee shall be entitled to one (1) day's sick pay (eight hours) at his/her regular straight time rate for each day that s/he is sick, up to the numbers of days of sick leave s/he has accumulated.

Section 6

When a holiday occurs during an employee's sick leave and the employee is regularly entitled to the holiday, it will not be counted a part of the sick leave time.

Section 7

Employees shall be granted time off from work for doctor and dental appointments; however, no time off will be granted for such appointments unless an absence request is submitted for approval at least forty-eight (48) hours before the appointment, except in emergency situations. Employees will be required to present an appointment slip to the employer either prior to or immediately following the date of the appointment. Such time off shall be deducted from the employee's accumulated sick leave account in increments of one half (.5) hour. All sick leave will be deducted to the nearest half hour of time absent from work.

Section 8

After 120 days of sick leave have been accumulated, seventy-two (72) hours of the ninety-six (96) hours sick leave credit per year thereafter will be payable at the end of each year according to the employee's then existing regular rate of pay. If any sick leave is taken by said employee, it will first be deducted from the ninety-six (96) hours sick leave which he/she has currently been credited with and payment shall be made in that year for the balance over nine hundred sixty (960) hours, up to a maximum of seventy-two (72) hours. If the employee uses more than ninety-six (96) hours of sick leave in the year, his/her accumulated sick leave shall be reduced accordingly. In no event shall an employee be entitled to any accumulated sick leave pay at the end of the year unless he/she has more than nine hundred sixty (960) hours accumulated. If his/her accumulated time is less than nine hundred sixty (960) hours, then any future sick leave time shall be first credited to his/her accumulated account.

Article 18 - Emergency Leaves

Section 1

In the event of a death in the immediate family or death of a relative of an employee, the employee may request funeral leave from their immediate supervisor. Upon such request employees will be granted emergency leave with pay for the purpose of arranging for/or attending the funeral. The City shall allow EMERGENCY LEAVES, for the amount of time specified in the following situations:

- A. For the immediate family, the three (3) days to be used from the time of notification to two (2) working days after burial.
(immediate family includes spouse, child, step-child, guardian, parent, brother, sister, parent-in-law, and son or daughter-in-law).
- B. One (1) day at full pay for deaths of relatives (relatives include grandparents, grandchildren, brother-in-law, sister-in-law, uncles, aunts, nephews, and nieces).

- C. One (1) day for weddings in the immediate family falling on a workday (immediate family is defined in A).
- D. One (1) day at full pay for a birth in the household, falling on a work day.

Section 2

All the above defined emergency leaves shall be granted in full pay, not to be counted as sick leave or holidays.

Section 3

Absences taken for any reason other than the foregoing shall be without pay and sick leave credit shall not be allowed for the month in which such absence occurs.

Section 4

No compensation will be paid for any absence authorized above unless the reason for such is reported, in writing, to the employee's immediate supervisor and noted on the employee's time card.

Article 19 - Maternity Leave

Section 1

The City agrees to comply with the statutory provisions of the Wisconsin Family Leave law (Section 103.10 Wisconsin statutes), or any applicable Federal law, whichever results in the greater benefit to the employee.

Section 2

A request for maternity leave carries with it the intention to return to full-time employment within six months of termination of pregnancy.

Article 20 - Longevity

Section 1

All full-time employees who have continuous uninterrupted service shall be eligible for longevity pay according to the following terms. Each employee shall receive longevity in addition to his/her regular wages and shall be computed on the following basis:

5 to 10 years service	\$.07 per hour
10 to 15 years service	\$.13 per hour
15 to 20 years service	\$.19 per hour

20 to 25 years service	\$.26 per hour
25 or more years	\$.32 per hour

Section 2

Longevity payments shall accrue from the payroll period immediately following the payroll period in which the employee's anniversary date of hire falls.

Article 21 - Leaves of Absence

Section 1

Any employee desiring a leave of absence from the job without pay shall secure written permission from both the City and the Union. The City agrees to comply with the statutory provisions of the Wisconsin Family Leave Law (Section 103.10 Wis. Stats.) and the Federal Family Leave Act, whichever results in the greater benefit to the employee. Leaves that are not covered by these laws may not exceed thirty days, and no extension or renewal request shall be granted for periods of more than thirty (30) days. Any employee taking an unauthorized leave of absence shall be deemed to have voluntarily quit.

Section 2

Permanent employees interested in further professional training may, with consent of the department head and the Finance, Budget, and Personnel Committee, obtain an education leave. Such leave is without pay. A single leave may not be for more than 12 months.

Article 22 - Worker's Compensation

Employees receiving worker's compensation shall receive compensation from the City equal to the cash difference between their normal salary and their worker's compensation. The difference paid by the City will be subject to all normal deductions. An employee will be entitled to this benefit for a maximum of forty-five (45) regularly scheduled work days from the date of his/her accident. After said forty-five (45) regularly scheduled work days, the employee will be allowed, upon written request, to use accrued vacation, personal or accrued holidays, sick leave or compensatory time to supplement his/her Worker's Compensation benefits, up to his/her Worker's Compensation benefits, up to his/her regular gross weekly pay and subject to all normal deductions.

Article 23 - Insurance

Section 1

New hires wishing to join the health, life or dental insurance plans will be provided with the appropriate information and forms at the time of their appointment.

Section 2

When appointed, the employee will be referred to Human Resources for processing of the necessary forms.

Section 3

Any employees who have questions about the plan need only contact Human Resources for assistance.

Section 4

The portion paid by the City for group insurance is as follows:

Life Insurance: 100% of the first \$10,000 coverage.

Health Insurance: 85% of the health insurance (current provider – Security Health Plan). The City may change the insurance plan carrier and/or adopt a health insurance plan containing equal or improved benefits but in no case shall the City make such change(s) where the level of benefits(s) would be reduced. Any proposed changes shall be discussed with the Union. Disputes over equal or improved benefits shall be subject to the grievance process. Any change of insurance carriers shall not be implemented until after January 1, 2004.

Dental Insurance: The City shall allow employees to participate in the Dental Plan offered by the City with the participating employee paying 100% of the premiums.

- A. The City agrees to implement a Section 125 Reimbursement Plan for use by the employees to cover payment of qualifying deductibles, employee contributions toward premium costs, non-covered health care expenses, and child care expenses.
- B. The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code. The parties hereto designate Nationwide to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. Beginning on the first payroll date following January 1, 2002, the City will contribute \$140.00 per year, to be divided by the number of pay periods in a year, to a PEHP account for each Wastewater Treatment Plant employee covered under Local 662. This contribution is non-pensionable under the Wisconsin Retirement System. Administration fees to be paid for by the employee.

Section 5

- A. Leave of Absence. The City will continue to contribute the City's share of the health and life insurance premiums through the end of the calendar month in which an employee's personal leave of absence begins. The employee will then be responsible for 100% of the health and life insurance premiums through the end of the calendar month in which he/she returns to work.
- B. Worker's Compensation. The City will continue to contribute the City's share of the health and life insurance premiums through the end of the calendar month in which the 45th day occurs or when the employee has exhausted options under Article 22. At that point in time, the employee will receive only the Worker's Compensation benefits entitled to him/her. The employee will then be responsible for 100% of the health and life insurance premiums through the end of the calendar month in which he/she returns to work.

Article 24 - Retirement

Section 1

The Employer agrees to participate in the Wisconsin Retirement System. The Employer shall pay 100% of the employee's and Employer's contribution to the Wisconsin Retirement System.

Article 25 - Jury Duty Pay

Section 1: Policy: When an employee is absent from work for the purpose of performing jury duty, he/she shall be entitled to his/her regular compensation less the amount received as compensation for jury duty fees. The employee will retain all compensation received for jury duty.

Section 2: Procedure for Payment:

- a) When an employee is absent on jury duty, it should be reported on the employee's time card.
- b) When an employee is reimbursed for his/her jury duty, that employee must inform the Comptroller's Office of the amount received.
- c) The amount compensated for jury duty fees, exclusive of mileage, will be deducted from his/her next payroll check.

Article 26 - Equipment and Accident Reporting

Section 1

No employee shall be required to take out equipment that is not safe, mechanically sound and properly equipped to conform with all city, state and federal regulations.

Section 2

All accidents must be reported by the driver at least by the end of his shift. All defects in trucks must be reported by the driver on blanks furnished by the Wastewater Treatment Plant and one copy retained on file. No charge shall be made against an employee for damage to equipment, unless a result of willful, wanton or malicious conduct.

Article 27 - Employee Safety

Section 1

The City and the Union shall cooperate in a continuing effort to eliminate accidents and health hazards by promoting health and safety education, by being alert to hazardous conditions, and encouraging all employees to work in a safe manner.

Section 2

Management will meet with all Wastewater Utility employees annually to review all safety policies.

Article 28 - Hours of Work

Section 1

The Wastewater Treatment Plant Operator, Collection System Operator and Lab Technician normal work shift is:

Shift I	7:00 a.m. to 3:00 p.m.
---------	------------------------

The operators normal workweek shall be Monday through Friday. The hours may be adjusted with the approval of the Wastewater Treatment Plant supervisor. The Employer must give a 48 hour notice of the shift schedule change

Section 2

The normal workweek for all full-time employees shall be forty (40) hours per week. Employees shall receive time and one-half (1 1/2) their regular rate of pay when required to work more than eight (8) hours in one day. In the event an employee reports for his/her workday and is sent home, s/he shall be entitled to minimum of three (3) hours' pay at his/her

regular rate, providing s/he did not report for said workday contrary to previous instructions. If the employee performs any work, s/he shall be entitled to a minimum of four (4) hours' pay at his/her regular rate. During period of layoff, the normal workweek shall not be reduced to less than forty (40) hours per week.

Section 3 - Hours of Work

An employee who is called in for emergency duty for work not scheduled in advance and which is outside of and not continuous with his/her regular working period shall be paid time and one-half for the hours actually worked but not less than two (2) hours of pay at time and one-half. The worked hours for which time and one-half payment is made hereunder shall not be counted as straight time hours worked for the purpose of computing time and one-half for work performed in excess of forty (40) hours per week. There shall be no pyramiding of overtime payments under this Agreement. Additionally, the City of Marshfield reserves the right to use employees for the entire two hour call back period.

Compensatory Time Off:

Employees may receive overtime pay, call-in pay or holiday pay in cash or, in lieu of cash, in compensatory time off at the following rate: one and one-half (1 1/2) hour of compensatory time for each overtime hour worked; one (1) hour of compensatory time for each hour of call-in pay to which an employee is entitled; eight (8) hours of compensatory time for each holiday.

To bank compensatory time off, an employee must notify the Superintendent in a timely manner of his desire to do so and complete a "Compensatory Time Bank Request". Compensatory time off must be banked in full hour increments. A maximum of forty-eight (48) hours of compensatory time may be banked and utilized by an employee in any one (1) calendar year.

An employee desiring to use compensatory time off shall submit and sign a written request to do so. The Superintendent must approve the request for compensatory time off before it may be taken. Compensatory time off must be taken in full-day increments.

Once per year, an employee may request payout of banked compensatory time off. The employee shall provide two (2) weeks' notice of the desire for such payout. After such payout, the employee may not use or bank compensatory time off in lieu of overtime pay, call-in pay, or holiday pay until the next calendar year. All banked compensatory time not used by December 31 of each year will be paid out, in cash, to the employee at the hourly rate the employee was earning on December 31 of that year.

Section 4

The City reserves the right to adjust and change hours of work and schedules in order to fulfill its responsibilities of providing adequate service to the public. The City agrees to give employees a 48 hour advance notice of any change in their work schedule, if the notice is

less than 48 hours they will receive time and one-half (1 1/2) for all hours worked.

Section 5

On or about the first of December, a calendar for weekend call shall be posted for the next year. All employees shall sign up for an equal number of weekend call periods, with any extra weekends being equally divided among employees based on seniority. If two (2) or more employees sign up for the same weekend, the most senior employee shall be assigned. Employees may give up their on-call time and it will be assigned to the most senior volunteer. The captive time for an employee on week-end call shall start as of 3:00 p.m., on Friday and end at 7:00 a.m. on Monday. The employee on weekend call will be issued a cell phone for which s/he is responsible should it be lost, or willfully damaged. The employee who is on call shall receive four (4) hours pay per day (Saturday and Sunday only) at the employee's normal classified hourly rate for weekend on-call duty. During the on-call period employees are expected to make arrangements so that they can respond in a minimum of time. When the employee responds to a call, they shall be paid at the rate of time and one-half for all hours worked on each call with a minimum of one (1) hour's pay at time and one-half (1.5) per call.

Section 6

The weekend on-call Operator will be paid two (2) hours per day at time and one-half of the Lab Technician's pay rate for performing Lab Technician duties on Saturdays and Sundays.

Article 29 - Residency

All employees, as a condition of employment, must reside within the limits of the Marshfield School District or a ten (10) mile radius of the Wastewater Treatment Plant at 3411 S. Galvin Avenue, within ninety (90) days of completion of the probationary period.

Article 30 - Equal Employment Opportunities

Section 1

As an equal opportunity employer, the City shall not discriminate against any person because of race, color, religion, national origin, sex, age, physical handicap, or marital status, except as such conditions constitute bona fide occupational or assignment qualifications.

Section 2

The City and Union fully subscribe to a policy of equal opportunity and will maintain and conduct all practices related to hiring, promotion, discipline and other conditions of employment in a manner which does not discriminate on the basis of race, color, religion,

national origin, sex, age, physical handicap, or marital status.

Article 31 - Savings Clause

If any article or part of this contract is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this contract shall not be effected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 32 - Uniforms

The City agrees to maintain the present uniform program in effect at the time of the signing of this Agreement.

Effective June 2004, all employees covered by this agreement will wear safety shoes that meet ANSI-75 specifications. Employees will receive fifty (\$50) per year to be used toward the purchase of the above required safety shoes and/or overshoes to a maximum of two (2) pair per year. Employees shall be permitted to carry over on an annual basis to a maximum of one hundred dollars (\$100). A receipt of purchase must be turned in for reimbursement. The original receipt shall be photocopied by management and returned to the employee for his records. This will be considered a condition of employment.

Article 33 - Wages

Wages, certification premium, end of probation pay increases and job classifications are provided under Appendix A and will be included as part of this Agreement between the City and the Union.

Article 34 - Military Leave

Leave of absence shall be granted for absences because of National Guard or military reserve training. Such leave of absence may be in addition to regular vacation periods, but no compensation will be paid unless such training periods are taken during the vacation period. During such leaves for National Guard or military reserve, normal benefits will continue.

Article 35 – Post Employment Health Plan (PEHP)

The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code. The parties hereto designate Nationwide to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. Beginning on

the first payroll date following the passage of this Agreement the City will contribute \$140.00 per year as of January 1, 2002; to be divided by the number of pay periods in a year, and an employee contribution in the amount of \$30 per pay period starting on January 1, 2011, to a PEHP account for each bargaining unit employee covered under Local 662, as a health care contribution that is non-pensionable under the Wisconsin Retirement System. Administration fees to be paid for by the employee.

Article 36 - Duration of Agreement

This agreement shall be in effect as of January 1, 2011, and shall remain in full force and effect until December 31, 2013.

City of Marshfield	General Teamsters Union, Local 662
/s/ Chris Meyer	/s/ Mitchell Perkl
Chris Meyer, Mayor	Mitchell Perkl, Business Agent
/s/ Deb M. Hall	/s/ Harold Tauschek
Deb M. Hall, City Clerk	Harold Tauschek, Steward
	/s/ Jim Gossage
	Jim Gossage, Alt. Steward

APPENDIX "A"

The hourly wages to be paid the employees governed by this contract with the City shall be as follows:

January 1, 2011 (450 + 2%)

Job Classification	Start				Job Rate
Lab Technician	\$23.55				\$24.08
Job Classification	Start	End Probation	One Year	Two Year	Three Years
Operator	\$20.20	\$20.75	\$21.27	\$21.84	\$22.39

January 1, 2012 (2%)

Job Classification	Start				Job Rate
Lab Technician	\$24.02				\$24.56
Job Classification	Start	End Probation	One Year	Two Year	Three Years
Operator	\$20.60	\$21.17	\$21.70	\$22.28	\$22.84

January 1, 2013 (2%)

Job Classification	Start				Job Rate
Lab Technician	\$24.50				\$25.05
Job Classification	Start	End Probation	One Year	Two Year	Three Years
Operator	\$21.01	\$21.59	\$22.13	\$22.73	\$23.30

Certification Increase:

Employees will receive an additional 30 cents (\$.30) per hour when they are certified as a Grade I Wastewater Treatment Plant Operator by the State of Wisconsin, in all subclasses pertinent to the Marshfield Plant. If new processes are required, certification must be obtained within eighteen (18) months, otherwise; they will not receive their certification premium.

A certification premium for Grade II Wastewater Treatment Plant Operator will be established for those employees who have previously achieved the Grade I level and who complete a Grade II certification in all subclasses pertinent to our plant. The DNR will determine the pertinent subclasses. This involves a 20 cents (\$.20) per hour premium for those that meet the requirements.

A certification premium for a Grade III Wastewater Treatment Plant Operator of 15 cents (\$.15) per hour for those who achieve and maintain this level of certification. Certification must include all pertinent subclasses.

A 10 cents (\$.10) per hour certification premium is available to those employees who attain and maintain Grade IV level certification in all pertinent subclasses.

The additional cents per hour increases in certification pay granted at each Grade level are cumulative (e.g. Grade I - \$.30 plus Grade II - \$.20 = \$.50 additional per hour.)

Test Fees:

The City agrees to reimburse each employee up to \$25.00 per test for the cost of certification tests taken by the employee in subclasses pertinent to the Marshfield Plant, however, the City will not pay for taking any certification test more than one time.

Performing Lab Technician Duties:

In the event an employee is assigned to perform Lab Technician duties in his full day absence, the employee shall be paid at the Lab Technician rate for 8 hours (regardless of hours actually worked) for each day performing those duties. In the event that the Lab Technician is absent for less than a full day the employee assigned to perform Lab Technician duties shall be paid at the Lab Technician rate for the hours actually worked as Lab Technician.

To receive lab technician pay employees must conform with DNR's recognition of Grade IV Lab Testing certification. Employees may perform Lab Technician duties without certification, however, they will not be paid Lab Technician pay.

Confined Area Entry Pay:

Employees assigned to perform confined area entry work (permit required space) shall be compensated with an additional twenty (20) cents per hour. Employees hired after October 1, 2001 would not receive confined area entry pay until after management determines they

are fully trained and qualified. The Lab Technician would not be required to perform Authorized Entrant confined area entry duties but may be required to perform Attendant duties.

Certified Drivers License:

Current employees must maintain an active CDL as a condition of employment except for the Lab Technician. New employees must obtain a CDL within six months of hire unless extended with the approval of the Superintendent.

APPENDIX "B"

Rules of Personal Conduct for Employees

Rules for City employees established by the City are hereby agreed to by the individual employees and the Union. The work rules set forth in this agreement are as follows:

1. Gross neglect of duty or refusal to comply with management's instructions, unless such instructions are injurious to employee's safety or health.
2. Intentional falsification of personnel records, time reports or other City records and reports.
3. Theft, carelessness, negligence or intentional destruction of City property, monies, or other employee's property.
4. Sleeping on the job.
5. Drinking or under the influence of intoxicants on employer's time or premises.
6. Deliberate or careless conduct endangering the safety of oneself or another employee(s).
7. Employees will not leave the treatment plant at the end of their shift until their replacement arrives.
8. Excessive absenteeism and/or tardiness.
9. Horseplay.
10. Smoking in unauthorized areas.
11. Violating a safety rule or safety practice.

The above list presents rules and regulations to govern general employee conduct. Any violation of them will authorize the City to subject an employee to the progressive discipline policy as outlined in Article 14.

The foregoing rules and regulations shall not in any manner abridge, infringe or be incompatible with the rights and duties of the Mayor and Common Council as provided by Statutes.

LETTER OF UNDERSTANDING
BETWEEN
TEAMSTERS LOCAL 662
AND CITY OF MARSHFIELD

This letter will confirm our understanding regarding breaks at the WasteWater Treatment Plant.

At the midpoint of the employees shift, a thirty (30) minute break, including clean up time, will be provided. The employee may return to the plant if personal clean up is necessary. If clean up is not required an employee may take a thirty (30) minute paid break on the job site or at an eating facility.

A ten (10) minute end of shift debriefing and clean up will continue.

Breaks for employees hired after December 31, 1998, are not changed by this letter of understanding (i.e. Article 28, Section 4).

H. Nathan Norberg, Mayor	Jesse Nowak, Steward
Debbie Hall, City Clerk	Robert Russell, Business Agent

MEMORANDUM OF AGREEMENT

It IS HEREBLY AGREED by and between the City of Marshfield and Teamsters Local 662 representing the employees of the Marshfield Wastewater Department, that the following shall constitute the agreement between the parties on the issue of the definition of the level of benefits and UCR charges under the City health insurance plan, as follows:

1. That as part of the negotiations between the City and Union, the parties agree that the definition of the level of benefits will be as follows; deductibles, co-pays, plan maximums and benefits provided under the plan. Usual, Customary and Reasonable (UCR) levels under the plan are not part of the definition of level of benefits because it is a dispute between the health care provider and the health insurance carrier as to what the level of reimbursement for these charges should be.

2. If a new insurance carrier fails to do so under the terms of the insurance plan, the City agrees to pay for the difference between a health care provider's charges for qualifying medical services with regard to employees and UCR charges for such services as determined by the insurance carrier. Such payment shall include any court judgement against an employee, any related attorney fees, and court costs arising from a dispute in regard to the UCR charges. Employees agree to cooperate in any needed defense.

3. Disputes regarding the level of benefits as defined in this memorandum are subject to the grievance process with the exception of any dispute regarding UCR charges.

Dates this _____ of July, 1999.

<u>City of Marshfield</u>	<u>Teamsters Local 662</u>
Mayor	Gary Franz, Business Representative
Debbie Hall, City Clerk	Ken Duerr, Steward
	Jesse Nowak, Steward