

This is the old contract, which the Town is using as a "status quo" for the town crew right now. The town crew is currently organized in to a union. The bargaining process is currently underway and is closed to the public. The initial contract proposal is a public document, which can be obtained by calling the town Clerk.

REVISED  
PUBLIC WORKS DEPARTMENT -- CREW  
AGREEMENT

THIS AGREEMENT is made and entered into, this 17th day of November 2009 by and between the Town of Stephenson, Wisconsin (hereinafter referred to as the "Employer") and the Town of Stephenson Public Works Department or Crew (hereinafter referred to as the "Employee").

**ARTICLE I – PURPOSE**

The parties to this agreement are desirous of reaching an amicable understanding with respect to the Employer – Employee relationship that exists between them, and enter into this written agreement covering rates of pay, hours of work, and conditions of employment, as well as establishing guidelines and procedures for the purpose of reducing any potential conflicts. All employment is strictly on an "at-will" basis. Either the Employer or the Employee can terminate the employment relationship at any time, with or without cause, and with or without notice. This at-will employment relationship exists regardless of any other written statements or policies contained in this Agreement, any Employee Handbook or other documents or verbal statements to the contrary.

**ARTICLE II – MUNICIPAL AUTHORITY**

The Employer in its sole discretion may plan, direct, control, schedule and assign work to Employees, determine the means, methods, and schedules of operation for the continuance of its operations, establish standards and maintain the efficiency of its Employees. The Employer also has the sole right to require Employees to observe its reasonable rules and reasonable regulations, to hire, lay off, or relieve Employees from duty, and to maintain order and suspend, demote, discipline, and discharge Employees; however, the Employer shall not take any action which would in any way violate the provisions of the Wisconsin Statutes. All provisions of this paragraph relating to hiring and relieving of Employees, suspension, demotion, and discharge, shall be at the discretion and control of the Town Board of the Town of Stephenson, Wisconsin. The Employer has the right to assign Employees to any other duties at such times as civil emergencies threaten to endanger, or actually do endanger the public health, safety, and welfare or the continuation of vital Town services. The Employer shall use discretion and reason in making such temporary assignments, which shall not be continued beyond the duration of such civil emergency. The Employer has the right to determine what constitutes a civil emergency as expressed in this article.

**ARTICLE III – RULES AND REGULATIONS**

**Section 1** The existing reasonable rules and reasonable regulations of the Town of Stephenson, Wisconsin pertaining to its' Employees and other revisions hereinafter made, shall come under the direct authority of the Public Works Director or Assistant Supervisor, and shall be a part of this agreement.

**Section 2** It is understood that the rules and regulations are promulgated in accordance with the applicable Statutes of the State of Wisconsin.

**ARTICLE IV – PROBATION AND EMPLOYMENT STATUS**

**Section 1** All Employees shall be probationary at the time of employment. Continued employment, beyond six (6) months from the date of employment, is hereby defined to be evidence of satisfactory completion of probationary period for regular Employees.

**Section 2** A regular Employee is an Employee hired to fill a full-time position.

**Section 3** A temporary Employee is an Employee hired on a temporary or casual basis; is employed for three (3) months or longer, and employed as a full-time employee. This time will be used as a probationary period.

**Section 4** Any Employee who has quit or has been discharged and is later hired, shall be considered a probationary Employee.

## **ARTICLE V – LEAVE OF ABSENCE**

An Employee desiring any leave of absence, without pay, from his / her employment, shall secure written permission from the Town Board of Stephenson, Wisconsin. The maximum leave of absence shall be for a period of thirty (30) days and may be extended for like periods at the discretion of the Town Board. Permission for the same must be secured from the Town Board of Stephenson, Wisconsin. During the period of absence, the Employee shall not engage in gainful employment unless approved by the Town Board. Failure to comply with this provision shall result in immediate discharge. The Employee must undertake, on his / her own behalf, to make suitable arrangements for continuation of any benefit programs.

## **ARTICLE VI – PAY PERIOD**

Payday shall be on Thursday of every two (2) weeks unless a legal holiday falls on payday. Then the Employer shall pay on the day prior to the regular payday.

## **ARTICLE VII – NO DISCRIMINATION**

Neither the Employer nor the Employees shall discriminate, in any manner whatsoever, against any Employee because of race, creed, age, color, religion, natural origin, or sex. The Employer and the Employees agree to comply, in all respects, with the provisions of the Age Discrimination and Employment Act of 1967.

## **ARTICLE VIII – DISCIPLINE AND DISCHARGE**

**Section 1** A disciplinary procedure is intended to inform Employees of proper work habits consistent with the Employer's public function, and thereby to correct any deficiencies, which may, from time to time, occur.

**Section 2** An Employee may be warned, suspended, or discharged. The sequence of disciplinary action shall normally be oral reprimand, written reprimand, suspension, or discharge.

**Section 3** The normal sequence of disciplinary action shall not apply in cases, which are cause for more severe and immediate discipline.

**Section 4** The taking of nonprescription drugs or the consumption of alcoholic beverages during working hours is considered a just cause for immediate suspension or discharge. Other causes for immediate discharge shall be at the sole discretion of the Town Board of the Town of Stephenson, Wisconsin.

**Section 5** Notice of any disciplinary action shall be reduced to writing and a copy shall be provided to the Employee.

**Section 6** An Employee shall not be discharged unless a majority of the Town Board determines that discharge from employment is warranted.

**ARTICLE IX – RATES OF PAY**

See attached pay scale chart to be updated annually in February

**ARTICLE X – NORMAL WORK DAY AND WORK WEEK**

**Section 1** The normal workday for Employees shall consist of eight (8) hours commencing at 7:00 AM to 3:00 PM. There shall be a ten (10) minute paid lunch period, normally between 12:00 PM and 12:30 PM. There may be a fifteen (15) minute break between 9:00 AM and 9:15 AM. The Public Works Director may implement a ten (10) hour day – four (4) day work week – with approval of the Town Board of the Town of Stephenson, Wisconsin, during daylight savings time. The Town Chairperson has the authority to arrange the daylight savings time hours with the Public Works Director and the Crew.

**Section 2** The normal workweek shall consist of forty (40) hours scheduled in consecutive days usually, but not limited to, from Monday through Friday. Overtime will be paid on any daily hours over eight (8) except during the four (4) day – ten (10) hour work week – then only after ten (10) hours per day. Over time will be paid for Saturdays and Sundays providing the Employee has forty (40) working hours in the same week. If an employee is called to work on a holiday, he / she will receive time and one half for his working hours. Employees may take compensatory time in lieu of overtime. Employees agree not to carry more than one hundred (100) hours of comp time into the next fiscal year. The Public Works Director shall review overtime semi-annually, if necessary, in order to assure approximate equality. It is understood that overtime shall be paid at the rate of time and one half of the Employee’s hourly rate and that overtime is a part of the Employee’s job obligation.

**ARTICLE XI – VACATION**

**Section 1** Any Employee on the payroll of Employer, after one (1) year of continuous employment, shall be entitled to a vacation with pay. A vacation shall be taken during the twelve (12) month period following the anniversary date of employment based upon the following schedule:

1 to 2 years	=	40 hours	11 years	=	136 hours
3 to 7 years	=	80 hours	12 years	=	144 hours
8 and 9 years	=	120 hours	13 years	=	152 hours
10 years	=	128 hours	14 years and up	=	160 hours

**Section 2** The Public Works Director shall determine how many Employees may be on vacation at any given time. Employees who are entitled to more than three (3) weeks of vacation may be required to take their vacation in two (2) week blocks of of time. Vacations shall not be accumulated from one year to the next, and if not taken, shall be paid with the final paycheck of the year. Furthermore, vacations shall not be taken back to back in anniversary years without the Public Works Director’s permission.

**Section 3** A holiday in this agreement that falls within a vacation period shall not extend the vacation. Rather, the Employee shall be paid an additional normal day’s pay for such holiday.

**Section 4** “Continuous Service” as used in this Article, shall mean all service, with the Employer, not broken by voluntary termination, discharge, or a layoff of more than one (1) year, or the length of the Employee’s service, whichever is less.

**Section 5** An Employee may, subject to Town Board approval, donate accrued vacation, or compensatory time to another employee who is subject to this contract provided that the donee has exhausted all of his or her vacation or compensatory time and the donated vacation or compensatory time is being used for time off due to an illness of the employee or his family members.

**ARTICLE XII – HOLIDAYS**

All Employees covered by this agreement shall be entitled to the following holidays and shall receive the hours of pay for said holidays as set forth:

Good Friday -----	4 hours	Thanksgiving Day -----	8 hours
Memorial Day -----	10 hours	Day after Thanksgiving ---	8 hours
Independence Day --	10 hours	Christmas Eve -----	8 hours
Labor Day -----	10 hours	Christmas Day -----	8 hours
* Birthday -----	8 hours	New Year's Day -----	8 hours

\* Birthday must be taken within 7 days before or after the Employee's birth date.

provided the Employee works the last scheduled day before and the first scheduled day following the holiday, and the holiday itself, if scheduled, or is on authorized absence, in order to qualify for pay that holiday. Authorized absence means vacation day, holiday, or a legitimate sick day. The Public Works Director may randomly check Employee's use of sick days.

### **ARTICLE XIII – SICK LEAVE**

**Section 1** All Employees covered by this agreement shall receive seven (7) days per year paid sick leave, and may accumulate up to sixty (60) days or four hundred and eighty (480) hours sick leave pay. Excluded from this provision are probationary Employees who shall receive no sick days during the probationary period; however, after the three (3) months probationary period, said (new) Employees shall be allowed five (5) days leave with pay after three (3) months and up to one (1) year of continuous service. If the sick days are not used, they will be paid upon retirement, however, they will not be paid for early dismissal or if an Employee quits.

**Section 2** Sick leave may be used by an Employee for absences necessitated by injury, illness, or other disability either to himself / herself or to members of his / her immediate family, **upon the approval** of the Public Works Director. In order to be granted sick leave with pay, the Employee must do the following:

- a) Report to the Public Works Director, promptly, the reason for his / her absence
- b) Submit a medical certificate for any absence of more than three (3) consecutive working days, if requested to do so by the Town Board. Failure to comply with these requirements may result in the loss of sick leave benefits accrued to date and may subject the Employee to discharge.

**Section 3** Sick leave must be regarded as a valuable health and welfare protection, which **should not be used unless really needed. Sick leave is not a “right” but a privilege, and if abused, maybe forfeited.**

**Section 4** An Employee may, subject to Town Board approval, donate accrued vacation, or compensatory time to another employee who is subject to this contract provided that the donee has exhausted all of his or her vacation or compensatory time and the donated vacation or compensatory time is being used for time off due to an illness of the employee or his family members.

### **ARTICLE XIV – FUNERAL LEAVE**

In case of necessary absence due to the death of a member of his / her immediate family (wife, husband, daughter, son, father, mother, sister, brother, father-in-law, and mother-in-law), an Employee shall be paid for the day of the funeral, and up to three (3) days normal pay. One (1) day of paid funeral leave shall be granted for absence due to the death of the Employee's grandfather or grandmother and one (1) day paid funeral leave shall be granted for absence due to the death of a brother-in-law or sister-in-law.

### **ARTICLE XV – INSURANCE**

The group health, disability, and life insurance plan will continue to be available to all Employees. The Employer shall pay 90% of the insurance premium and the Employee shall pay 10%. Once the employee has satisfied the \$,3000.00 deductible, the town will reimburse the employee \$2,000.00 of the deductible. Probationary Employees will be covered under the same insurance plan after completion of a thirty (30) day probationary period. The Town Clerk shall notify the insurance carrier and an application for admission to the group policy shall be completed prior to the probationary Employee's first day of employment. The Employer shall pay 90% of the disability insurance up to twenty-six (26) weeks. The Employee shall pay the remaining 10%.

#### **ARTICLE XVI – RETIREMENT FUND**

The Employer agrees to continue to pay five (5) percent of the Employee's gross wages as a contribution to the Employee's retirement fund. The Employer agrees to pay up to an additional 2% matching funds with the required paperwork signed by the Employee. This contribution may be revised in the future.

#### **ARTICLE XVII – LONGEVITY**

Each Employee shall be paid longevity pay based on the following formula:  
\$15.00 per year paid after completion of five (5) years  
Employees will receive each years longevity pay in the last pay period in November of each year.

#### **ARTICLE XVIII – SAFETY EQUIPMENT**

Each Employee shall be allocated \$150.00 per year towards the purchase of one or more pairs of safety glasses or safety shoes. Safety shoes are acceptable in either steel toe or fiberglass toe. These shoes **MUST** be worn by Employees during all working hours. Other safety equipment shall be worn at appropriate times.

#### **ARTICLE XIX – ENTIRE AGREEMENT**

The parties herein agree that the terms and provisions of this agreement and any additions, side letters, schedules, or exhibits incorporated herein, represent the entire understanding reached by them in good faith and that there are no other matters unresolved which either will later claim should be a part of this agreement. Finally, this agreement, as such, may be changed only by mutual consent of the parties.

#### **ARTICLE XX – SEVERABILITY**

If any article or section of this agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### **ARTICLE XXI – TERMINATION**

This agreement shall go in to effect as the 17th day of November , 2009 and considered automatically renewed thereafter, unless, prior to the end of the effective period, either party shall serve written notice upon the other that it desires to revise, modify, or terminate this agreement. In the event any such notice is served, except termination, the parties shall operate, temporarily,

under the terms and provisions of this contract until a new agreement is entered into, at which time, the new agreement shall be effective as the parties may agree. In the event a notice of termination is served, this agreement shall terminate twenty (20) days following its expiration date.

We, the undersigned, signify by our signatures, that we have read, understand, and accept the terms of this agreement.

WITNESS OUR SIGNATURES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**The Public Works Department of the Town of Stephenson, Marinette County, WI (Crew) signifies as follows:**

<u>SIGNATURES</u>	<u>DATE</u>	<u>INITIALS</u> COPY RECEIVED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**The Town Board of the Town of Stephenson, Marinette County, WI signifies as follows:**

<u>SIGNATURES</u>	<u>DATE</u>	<u>INITIALS</u> COPY RECEIVED
_____ Chairperson	_____	_____
_____ Supervisor	_____	_____
_____ Supervisor	_____	_____
_____ Supervisor	_____	_____
_____ Supervisor	_____	_____
_____ Town Clerk	_____	_____

REVISED NOVEMBER 17, 2009

TOWN OF STEPHENSON

EMPLOYEE WAGE SCALE FOR 2010

CPIU – MIDWEST CLASS D 0.7 % DECREASE

NOTICE: Due to the collective bargaining, there was no CPIU decrease reflected in wages for 2010

	<u>STARTING WAGE</u>	<u>+6 MONTHS</u>	<u>+18 MONTHS</u>	<u>+2 YEARS</u>	<u>+4 YEARS</u>
<u>TEMPORARY</u>	9.94	10.46	10.96	11.46	11.88
<u>RECYCLING</u>	9.76	10.33	10.95	11.53	12.14
	NO C.O.L. FOR RECYCLING PER TOWN BOARD ACTION 11/ 14/ 2007 NO TIME AND A HALF FOR SUNDAY'S PER TOWN BOARD ACTION 11/14/ 2007				
<u>RECYCLING TEAM LEADER</u>	changed 9/19/2007 ----- pay change 9/19/07 Maximum of 28 hours per week -- NO C.O.L. OR TIME AND A HALF				12.03
<u>ROAD CREW</u>	16.14	16.90	17.66	18.58	19.31
	EMPLOYEE TO BE PAID FULL WAGE WHILE ON JURY DUTY PER BOARD ACTION 12/12/2007. CHECK RECEIVED BY EMPLOYEE FROM COUNTY WILL BE TURNED OVER TO THE TOWN				
<u>MECHANIC</u>	16.89	17.91	18.58	19.25	19.93
	JURY DUTY SAME AS FOR ROAD CREW PER BOARD ACTION 12/12/2007				
<u>PUBLIC WORKS DIRECTOR</u>					21.04
	***** JURY DUTY SAME AS FOR ROAD CREW PER BOARD ACTION 12/12/2007 IF AN INTERIM PWD IS NEEDED, THE BOARD WILL APPOINT SOMEONE TO FILL THE POSITION.AT \$.75 PER HOUR OVER THE CURRENT RATE OF PAY.				
.....					
<u>FIRE CHIEF</u>	\$10.99 PER HOUR (C.O.L) PLUS SALARY OF \$1700.00 (1)				
<u>ASST. CHIEF</u>	\$ 9.76 PER HOUR (C.O.L) PLUS SALARY OF \$700.00 (1)				
<u>FIRE CAPTAINS</u>	\$ 9.76 PER HOUR (C.O.L) PLUS SALARY OF \$500.00 (2)				
<u>FIRE VOLUNTEERS</u>	\$ 9.76 PER HOUR (C.O.L)				
<u>WATER PATROL</u>	\$18.00 PER HOUR NO C.O.L.				
<u>ELECTION INSPECTORS</u>	\$7.50 PER HOUR PLUS MEALS PER BOARD ACTION 12/12/2007				
<u>CHIEF ELECTION INSPECTOR</u>	\$8.50 PER HOUR PLUS MEALS PER BOARD ACTION 12/12/2007				

NOTE WAGES ARE TO BE ADJUSTED ANNUALLY PER COST OF LIVING INDEX FROM BUREAU OF LABOR STATISTICS FOR ALL URBAN CONSUMERS, MIDWEST REGION – CLASS D. THIS ADJUSTMENT WILL BECOME EFFECTIVE ON THE FIRST PAYCHECK OF FEBRUARY 2006 AND CONTINUE EACH SUCCESSIVE FEBRUARY. (SEE EXCEPTIONS)