



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Needs Since 1886*

**Date:** July 20, 2011

**To:** Kelly S. Michaels  
Stoughton City Clerk and Personnel Director

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Proposed Additions To The December 31, 2009 Stoughton Work Rules (Rules).

As requested, I have reviewed the CERD and IBEW agreements at Stoughton Utilities as they relate to the Rules and it is my opinion that the Rules address the salient points. I believe the following bullets from the recent IBEW agreement provide some improved language:

- Insert Article, Section 2 into Article III, Hours of Work. (Page No. 8.)
- Insert the CDL Memorandum of Understanding appropriate language into Article III, Drivers License and Traffic Tickets. (Page No. 29)

Thank you for the opportunity to comment.

Encl.

cc: Mayor Donna Olson

Sean O Grady - Stoughton Utilities Operations Superintendent

Pili Hougan - Deputy Stoughton City Clerk and Personnel Director

Karl D. Manthe - Stoughton Streets Superintendent



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Section 2. The parties shall equally share the expenses of the arbitrator and court reporter; however, a party need not agree to the court reporter.

Section 3. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this Agreement. The arbitrator shall have no authority to modify or change any of the terms of this Agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorney's fees and witness fees.

Section 4. It is understood that any employee shall have the right at any time to present grievances to the Employer in accordance with the procedure set forth in this Article.

Section 5. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of any employee or the Association as to any matter involving the interpretation or application of this Agreement.


## ARTICLE 7 — COMPENSATION

Section 1. Wages. Wage rates for all employees shall be pursuant to the attached wage scales. It is mutually agreed that said wage scales and the contents thereof shall constitute a part of this Agreement.


Section 2. The normal workweek shall be forty (40) hours per week, Monday through Friday, with the regular workday scheduled between 5:00 a.m. and 6:00 p.m. The Employer may utilize either a four (4) day or five (5) day work week, with the days being consecutively scheduled. The Employer shall post the work schedule monthly. Except in cases of emergency, changes to the work schedule may be made on not less than seven (7) calendar days notice. Changes shall not be made to the work schedule solely for the purpose of avoiding overtime. This section shall not be construed as a guarantee of pay, hours or work.

Section 3. Overtime. Employees shall receive time and one-half (1-1/2) their straight time hourly rate for all hours in excess of forty (40) hours in any one (1) week, or for all hours in excess of the scheduled workday. There shall be no pyramiding of overtime.

All Saturday and Sunday work shall be paid at time and one-half (1-1/2).



## MEMORANDUM OF UNDERSTANDING




It is agreed by and between the City of Stoughton and IBEW Local 965 as follows:

1. Any employee whose current position requires him/her to have a valid Commercial Driver's License ("CDL") shall immediately inform his/her Department Head and the City's Personnel Director of any revocation, loss or suspension of their CDL license.

2. Upon the revocation, loss or suspension of the CDL license, the employee shall not operate any vehicle of the City which requires such licensure.

3. The City may, in its sole discretion, temporarily reclassify an employee who loses his/her CDL license to the status of CDL exempt. Reclassification to the status of CDL exempt shall be based upon the following factors:

- a. The availability of suitable and necessary work within the employee's current Department.
  - b. The employee's overall employment history, included but not limited to skill set, disciplinary record, and attendance record.
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The City's application of these factors shall not be arbitrary or capricious.

4. While temporarily reclassified as CDL exempt, the employee's wage rate shall be adjusted accordingly:

- a. 90% of employee's former pay rate during the duration of the employee's CDL exempt status.

5. An employee's CDL exempt status shall not exceed three hundred sixty-five (365) days. Such exempt status may be terminated at any time by the City for good cause.

6. The CDL exempt classification is not to be construed as a permanent position and will only apply during periods of CDL suspensions.

7. An employee placed on CDL exempt status will be expected to perform all of their regular job duties except those requiring a CDL.

8. The opportunity for continued employment during a CDL suspension or revocation will only be afforded to an employee once during their employment with the City.

9. If a second CDL suspension or revocation is imposed upon an employee, they will be deemed unqualified to continue in their position and will be subject to dismissal.

10. An employee whose CDL licensure is revoked or suspended as a result of a work-related incident or other operation of a City vehicle is not eligible for CDL exempt status and is subject to immediate discharge.

11. As a condition to being placed on CDL exempt status, the employee agrees to participate in and comply with reasonable and necessary driving or substance abuse programs which may be established as a condition of reinstatement of his/her CDL licensure and to provide to the City, upon request, proof of compliance with such programs.

12. This memorandum shall remain in effect through December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14 day of December, 2010.

CITY OF STOUGHTON

IBEW LOCAL 965

Donna Olson  
Donna L. Olson  
Mayor

Kemp Grutt  
Kemp Grutt  
Assistant Business Manager

Maia P. Horgan  
Maia P. Horgan  
City Clerk/Personnel Director

Rick Irwin  
Rick Irwin  
IBEW President