

Town of Wascott  
Douglas County, WI

## **AGREEMENT**

By and Between

### **Town of Wascott and Highway Employees**

TOWN OF WASCOTT, hereinafter referred to as the “Employer”, and the HIGHWAY EMPLOYEES, representing full-time and full-time part-time employees of the highway department, hereinafter referred to as the “Employees”, agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all agreements between the parties hereto.

#### ARTICLE 1.

##### TERMS AND RELATIONS

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the Employees. Both the Employer and Employees agree to carry it out fairly.

#### ARTICLE 2.

##### RECOGNITION

The Employer voluntarily recognizes the association of all regular full-time highway Employees for the purposes of collective bargaining through representatives of their own choosing.

#### ARTICLE 3.

##### MANAGEMENT RIGHTS

The management of the Town Government and the direction of the work force, including the right to hire, suspend, discharge for cause, lay off for lack of work, and all other rights relating thereto are vested exclusively to the Town Board.

#### ARTICLE 4.

##### GRIEVANCE PROCEDURE

Council to the cooperative spirit with which this Agreement is made and in a sense of fairness to the participants in this Agreement, should an employee feel that his/her rights and/or privileges have been violated, he/she may file a formal grievance via the Town of Wascott Employee Grievance Procedure Manual.

ARTICLE 5.

PAY PERIOD

All employees covered by this Agreement shall be paid in full in biweekly pay periods, on the Thursday following the end of a pay period (twenty-six pay periods per year). All pay periods shall commence on Monday at 12:01 a.m. and end 14 days later on Sunday at 12:00 a.m.

ARTICLE 6.

PHYSICAL EXAMINATIONS

Physical, mental or other examinations requested by the employer shall be promptly complied with. The Town will cover the expenses associated with any required examination.

ARTICLE 7.

EMPLOYMENT STATUS & PROBATIONARY PERIOD

Section 1. A regular full-time employee is hereby defined as a person hired to fill a regular position with full employment annually.

Section 2. All newly hired employees shall serve a one-year probationary period of continuous employment during which they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be granted seniority rights from the date of hire. An employee is eligible to participate in the health insurance program after the waiting period as defined by the town's health insurance carrier.

Section 3. A full-time part-time employee is hereby defined as a person hired specifically for part-time periods of time and is eligible for participation in the Wisconsin Retirement System pursuant to Article 14 of this Agreement. Said employee shall not be entitled to any of the other fringe benefits allowed under this Agreement.

Section 4. Casual/temporary employees are defined as employees hired specifically for temporary periods of time. Casual/temporary employees shall not be entitled to any of the fringe benefits allowed under this Agreement.

ARTICLE 8.

SENIORITY

Section 1. Seniority shall mean the length of continuous service of a full-time employee from his or her last full-time employment date with the Town. The employee's seniority shall continue to accrue during temporary layoff due to lack of work, shortage of funds, or any contingency beyond the control of either party to this Agreement. Temporary layoff is defined as a layoff for a period of 6 months or less.

Section 2. When the Foreman is absent for a continuous period of 5 days or more, the most senior Driver/Operator shall temporarily serve as Foreman. The temporary Foreman will be paid an additional \$.50 per hour added to the regular rate of pay for hours actually worked as temporary Foreman.

Section 3. The Foreman shall make a reasonable attempt to balance overtime between employees. When assigned overtime is approximately equal between employees, overtime will be offered first to the most senior employee.

ARTICLE 9.

WORK DAY/WORK WEEK

Section 1. Eight (8) hours shall constitute a normal work day, and any forty (40) hours shall constitute a normal work week. Normal working hours shall be from 7:00 AM to 12:00 Noon and from 12:30 PM to 3:30 PM. During the period between the beginning of the first full pay period in April and through the end of the last full pay period in September, the normal 40 hour work week may be changed to consist of ten (10) hour work days, Monday through Thursday, with the normal working hours being from 6:00 AM to 12:00 Noon and from 12:30 PM to 4:30 PM. During the period of the four day work week, the Employer reserves the right to schedule individual employees to work either Monday through Thursday, or Tuesday through Friday when necessary to meet operational demands related to "special projects".

Section 2. Each work day will begin with a 15 minute meeting with the Foreman. The purpose of this meeting will be to review the weekly work plan and daily work assignments as well as coordinating any vacation requests. In addition, any other business requested by the Foreman or member(s) of the Town Board may be dealt with at this meeting. Any employee who is absent from this meeting without being excused by the Foreman will be sent home and will be considered suspended for the day without pay and without the opportunity to make it up. Vacation time, Floating Holiday, or Sick Leave may not be claimed for a day of suspension. When such a suspension occurs, the Foreman shall document the suspension and promptly notify the Town Supervisor in charge of said suspension.

ARTICLE 10.

OVERTIME PAY

Overtime will be paid at the rate of one and one-half (1.5) times the regular pay rate for hours worked in excess of forty (40) hours per week. Vacation time shall not be considered hours worked for purposes of computing overtime. Employees may elect to be compensated for hours in excess of forty hours per week through additional time off. This time shall be accumulated at a rate of one and one-half (1.5) hours for each hour worked above the normal forty hour work week, and can be accumulated to a maximum of twenty-seven hours at a given time. (To be taken as 40.5 hours of time off.)

ARTICLE 11.

HOLIDAYS

Section 1. All full-time employees who have worked for the Town for at least one year, are entitled to the twelve paid holidays listed below. An employee must be on the payroll the working day prior to and the working day immediately following the holiday to receive pay for the holiday. In the event that a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If a holiday falls on a Sunday, the following Monday shall be considered the holiday. Any employee required to work on a holiday shall be paid at the rate of one and one-half times the regular hourly pay rate for actual hours worked, plus the holiday pay paid at the regular pay rate.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Good Friday
5. July 4
6. Labor Day
7. Thanksgiving Day
8. The Day After Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. New Year's Eve Day
12. Floating Holiday

Section 2. For holidays occurring during the period that 10 hour working days are in effect, holiday pay will cover 10 hours at the regular hourly rate.

ARTICLE 12.

VACATION TIME

Section 1. Vacation Time is paid leave time to be used at the employee's discretion for the purpose of covering any absence from work during regularly scheduled work days. For vacation purposes, a day means 8 hours of paid time off. Vacation time will be prorated on the first day of January following an initial partial year of service. For the purpose of this Section, vacation is paid at a rate equivalent to an employee's regular pay rate, and is based on seniority according to the table listed below:

<u>Period of Employment</u>	<u>Vacation Days Hired Prior to 1/1/05</u>	<u>Vacation Days Hired After 7/1/06</u>
January 1 following 1 <sup>st</sup> full year	10 days	5 days
January 1 following 2 <sup>nd</sup> full year	15 days	10 days
January 1 following 3 <sup>rd</sup> full year	16 days	10 days
January 1 following 4 <sup>th</sup> full year	17 days	10 days
January 1 following 5 <sup>th</sup> full year	18 days	15 days
January 1 following 6 <sup>th</sup> full year	19 days	15 days
January 1 following 7 <sup>th</sup> full year	20 days	15 days
January 1 following 8 <sup>th</sup> full year	21 days	15 days
January 1 following 9 <sup>th</sup> full year	22 days	15 days
January 1 following 10 <sup>th</sup> full year	23 days	15 days
January 1 following 11 <sup>th</sup> full year	24 days	15 days
January 1 following 12 <sup>th</sup> full year	25 days	15 days
After fifteen years	25 days	20 days
After twenty years	27 days	25 days

Section 2. All vacation time must be taken by employees, and no employee may be given pay in lieu of time off except when agreed to in advance by the Town Board. Should a holiday fall in a vacation period, the employee shall be entitled to an additional day off with pay. The Highway Foreman and Town Office must

be notified of any planned vacation time at least 10 days prior to requested time off, except in case of emergency. Vacation should be scheduled so no more than one person is off at any given time. When scheduling vacation, preference will be based on seniority.

Section 3. Upon termination, whether voluntary or involuntary, accrued vacation days will be paid to the employee's final check at a rate of one (1) day for each two (2) months worked, to a maximum of five days. Except as provided in Section 4 (sick leave bank), vacation days cannot be accumulated and must be taken within the calendar year, or lost.

Section 4. Sick Leave. The Employer agrees to provide twelve (12) days of sick leave per calendar year (January 1 through December 31). The employee will be allowed to accrue up to a maximum of 120 days in their personal sick leave bank and can use the time for an FMLA qualifying absence from work. Upon termination of employment with the Town of Wascott, an amount equal to an employee's current hourly rate of pay, times the total accrued days of said employees personal sick leave bank of up to 120 days, will be deposited in an HSA in the name of the employee.

Section 5. Bereavement. The Employer agrees to provide three (3) days leave, with pay, in the event of the loss of a spouse, child, mother, father, mother-in-law, father-in-law.

#### ARTICLE 13.

#### HEALTH INSURANCE

The Employer agrees to provide a single or family health insurance plan with a high deductible for all eligible employees. In order to offset health care costs for the Employees under this plan, the premium costs will be funded jointly by the Employee (7.5%) and the Town (the balance). Health Savings Accounts (HSA's) have been set up for each employee and are funded by the Town.

#### ARTICLE 14.

#### WISCONSIN RETIREMENT FUND

The Employer agrees to pay 50% of the Employee's contribution to the Wisconsin Retirement Fund, for all eligible employees, and the Employee shall pay the remainder of the Employee's contribution (50%).

#### ARTICLE 15.

#### SUSPENSION OF DISCHARGE

The Town Board shall not discharge or suspend any non-probationary employee without just cause. An employee shall be given at least one (1) warning notice in writing in the event of a complaint against him/her. The only exception to this warning requirement, are cases of dishonesty, drunkenness, drinking on the job, or recklessness resulting in serious accident while on the job. Any warning notice given shall not remain in effect for a period of more than one (1) year from the date of issuance. Notification of discharge or suspension must be in writing. Any discharged or suspended employee may request an investigation as to the circumstances of the disciplinary action taken against him/her and, if not satisfied with the results of that investigation, may file a grievance under the guidelines contained Article 4 of this document.

ARTICLE 16.

CLASSIFICATIONS & WAGE RATES

Section 1. Job classifications and wage rates shall be as shown in the following table:

<u>Classification</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>
Foreman-Driver/Operator	\$20.93	\$21.56	\$22.21
Driver/Operator	\$19.20	\$19.78	\$20.38
Full-Time Part-Time Driver/Operator	\$19.20	\$19.78	\$20.38

Section 2. Start Rate: A newly hired full-time employee during the probationary period shall be paid a rate equal to 90% of the regular full-time rate. Upon completion of the one (1) year probationary period, the employee shall be paid the regular rate.

Section 3. Casual/Temporary: A casual/temporary employee shall be paid at a rate equal to 80% of the regular rate of a driver/operator.

Section 4. Longevity: Employees will receive longevity pay based on their seniority with the Employer equal to \$.10 per hour after 10 years of full time service, and \$.25 per hour after 20 years of full time service.

Section 5. Regular rate shall mean the employee's base rate pursuant to Section 1, plus the longevity premium.

ARTICLE 17.

DURATION

This Agreement shall be effective from the first day of January, 2014, and shall continue in full force and effect up to and including the 31<sup>st</sup> day of December 2016, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 2016, that it desires to modify or terminate this Agreement, effective December 31, 2016.

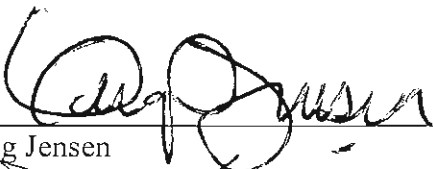
ARTICLE 18.

RETROACTIVITY

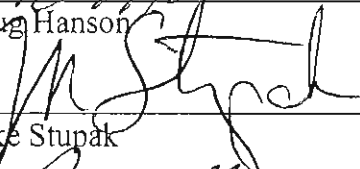
All retroactivity pay, if applicable to a successor Agreement, shall be made within 30 days upon receipt of a signed labor contract by both parties.

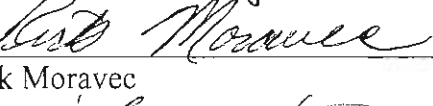
Dated this 8<sup>th</sup> day of October, 2013.


TOWN BOARD

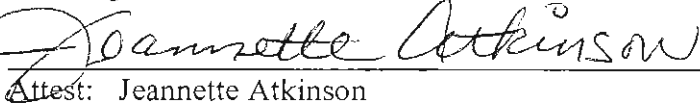
  
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Greg Jensen

  
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Doug Hanson

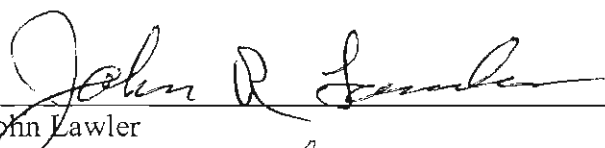
  
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Mike Stupak

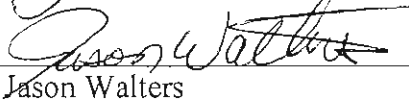
  
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Rick Moravec

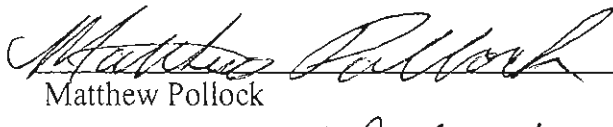
  
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Lynn Koalska

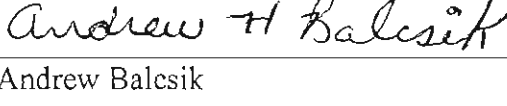
  
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Attest: Jeannette Atkinson

HIGHWAY EMPLOYEES

  
\_\_\_\_\_  
John Lawler

  
\_\_\_\_\_  
Jason Walters

  
\_\_\_\_\_  
Matthew Pollock

  
\_\_\_\_\_  
Andrew Balcsik

Employees Ratified            4

Town Board Approved        5