

LABOR AGREEMENT

Between

TOWN OF BRADLEY

Lincoln County Wisconsin

and

GENERAL TEAMSTERS UNION

LOCAL 662

Eau Claire, Wisconsin

For the Period

January 1, 2015 through December 31, 2016

AGREEMENT

THIS AGREEMENT made and entered into by and between the TOWN of BRADLEY, Lincoln County, WISCONSIN, hereinafter referred to as the "Employer," and the GENERAL TEAMSTERS UNION, LOCAL NO. 662, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Eau Claire, Wisconsin, hereinafter referred to as the "Union."

ARTICLE 1

RECOGNITION, FAIR SHARE AGREEMENT AND MANAGEMENT RIGHTS

Section 1. Recognition. The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time Public Works employees of the Employer, excluding supervisory, managerial, clerical, part-time and all other employees of the Employer.

Section 2. Fair Share. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its Constitution and By-Laws.

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore, as a condition of employment all bargaining unit employees will be required to pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union as determined by the Union and in accordance with applicable law.

Section 3. Management Rights. The Union does hereby indemnify the Employer, and its officers, board members and agents harmless against any and all claims, demands, suits or other forms of liability, including court costs and attorneys' fees, that shall arise out of or by reason of any action taken or not taken by the Employer under this Article or in reliance on any list or certificate which has been furnished to the Employer pursuant to this Article, provided that the defense of any such claim, demand suit or other forms of liability shall be under the exclusive control of the Union and its attorneys. Nothing in this Section shall be interpreted to preclude the Employer from participating in any legal proceedings through representatives of its own choosing and at its own expense.

Furthermore the Union recognizes the Employer as the sole responsible party for assigning work assignments, establishing reasonable rules and that employees work where assigned and where needed.

ARTICLE 2

CONDITIONS OF EMPLOYMENT - PROBATIONARY PERIOD

The first **three hundred sixty-five (365) calendar days** of employment shall be a probationary period during which time the employee may be disciplined, suspended, or discharged with or without cause or limitations under this Agreement. In special cases, the Union may approve an extended probationary period not to exceed an additional thirty (30) calendar days.

Upon the successful completion of the probationary period, the employee shall be placed on the seniority list. In case of discharge within the probationary period, the Employer shall notify the Union.

ARTICLE 3

SENIORITY

Section 1. The Employer recognizes the principal of seniority in accordance with the provisions of this Article. Employees covered by this agreement shall have seniority in the bargaining unit based on the employee's date of hire. No employee shall accrue seniority rights until after the successful completion of the probationary period set forth in Article 2.

Section 2. Employees shall be laid off and recalled in the order of seniority provided the remaining employees are fully qualified to perform the work. In the event the Employer reduces the work force, any part-time employees in the same classification shall be laid off first. All layoffs shall be preceded by a two (2) week advance notice. Recall shall be in inverse order of seniority.

Section 3. The seniority of an employee shall be considered terminated for the following reasons:

- a. The employee resigns voluntarily.
- b. The employee is discharged for just cause and such discharge is not set aside through the grievance procedure.
- c. The employee is laid off for a period of twenty-four (24) months.
- d. The laid-off employee fails to report for work within forty-eight (48) hours excluding Saturday or Sunday) after the date of delivery of a notice to return to work to the employee or leaving the notice at the employee's residence with a person of suitable age and discretion.

Section 4. Job Postings. All bargaining unit job openings, or newly created positions, shall be posted at the Town Hall for a minimum of five (5) working days. Such postings shall state the position to be filled, qualifications needed, and the date the position is to be filled. Interested employees who have successfully completed the probationary period shall communicate in writing to the Employer their interest in the available position.

ARTICLE 4

JOB STEWARDS

The employer recognizes the right of the Union to designate a job steward.

ARTICLE 5

SUSPENSION OR TERMINATION OF EMPLOYMENT

Section 1. The Employer shall not suspend or discharge an employee without just cause.

A written notice of any suspension or discharge shall be given to the employee within twenty-four (24) hours and a copy thereof shall be sent to the Union. Any appeal from suspension or discharge is subject to the provisions of Article 5.

Section 2. The normal procedure for discipline shall include the following depending on the severity of the incident:

- (a) oral reprimand
- (b) written warning
- (c) suspension
- (d) discharge

Section 3. The following rules shall apply to the disciplinary process:

1. All employees are required to be on their jobs at the commencement of their regular schedule of hours and shall stay on their jobs until the end of their day.
2. Employees shall make a reasonable attempt to notify their supervisor before commencement of their regular scheduled hours of work in case of a necessary absence. A necessary absence shall be defined as illness to self or immediate family, funeral leave, jury or witness duty, or military service.
3. Each employee, to be eligible to receive sick leave pay, must be off work due to illness of self, spouse or child, or off the job injury. Sick leave may be used in one-half day increments.
4. All injuries, no matter how trivial, must be reported to the supervisor before the end of the regularly scheduled workday.
5. Bringing or consuming intoxicants or illegal drugs during the employee's workday.
6. Assuming duties under the influence of liquor, illegal drugs and other drugs of sufficient quantity, which would create hazards to themselves or others.
7. Deliberate destruction or removal of the Town's or another employee's property.
8. Use of the Town's equipment for personal use without permission
9. Sleeping on duty.
10. Disobedience, insubordination, neglect of duty, dishonesty.
11. Refusal to comply with employer rules.
12. Disorderly conduct.
13. Failure to report for work other than a necessary absence.
14. Giving or taking of bribes to obtain work or retain a position.
15. Unauthorized signing of another employee's time sheet.
16. Falsifying records.

17. Originating or participation in practical jokes, which may result in bodily injury.

Violation of any of the above rules may subject employees to the disciplinary procedure in Article 6, Section 2.

ARTICLE 6

WORK WEEK, OVERTIME, AND REPORTING PAY

Section 1. Work Week. The regular workday will be eight (8) hours and the regular workweek shall be forty (40) hours, Monday through Friday. Required attendance at the Town's Board meetings and employee training sessions required by the Employer shall be considered time worked. However, four (4) ten (10) hour days may be worked if mutually agreed to by the Towns Board or representative and the employees. four (4) tens (10) may be worked by mutual agreement between the first Monday in May through the last Friday in September in a calendar year.

The Town at their discretion has the right to send employees home, but not to exceed forty (40) hours per year and no less than two (2) hour increments.

The hours of work shall be as follows:

10-hour shift - 6:00 a.m. – 4:30 p.m.

9-hour shift - 6:00 a.m. – 3:30 p.m.

8-hour shift - 7:00 a.m. – 3:30 p.m.

The 8-hour shift schedule for the workers shall be from 7:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 3:30 p.m., unless otherwise mutually agreed upon. The 9-hour shift schedule for the workers shall be from 6:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 3:30 p.m., unless otherwise mutually agreed upon. The 10-hour shift schedule for the workers shall be from 6:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 4:30 p.m., unless otherwise mutually agreed upon.

These hours are subject to change by management with 48 hour or more notice to the employee.

Section 2. Overtime. Employees shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess eight (8) hours a day and/or forty (40) hours in a workweek. However, during a week employees are scheduled for ten (10) hour days, overtime shall be calculated after 10 hours of work. Only hours actually worked will count towards the 40 hours for the week. If an employee takes a single day vacation or a sick day during the week those hours off will not count towards their 40 hours for the week.

All overtime must be pre-authorized by a Town Board member, Road Supervisor or Road Consultant except in the case of an emergency. Overtime compensation shall not be pyramided and overtime compensation shall not be paid twice for the same hours worked.

Section 3. Emergency Calls. An employee shall receive a minimum of one (1) hours pay at the applicable rate of pay for all hours worked on Saturday, Sunday, or paid holiday. The one (1) hour shall be treated as time worked for purposes of computing overtime for the workweek.

Section 4. Recall. Any employee having completed a normal work day (excluding Saturday, Sunday or available holidays), and having left the premises of the Employer, is called back to do emergency part time work prior to the starting time of the next regular work day, shall receive a minimum of one (1) hours pay at the employee's applicable rate of pay for each recall. The one (1) hour shall be treated as time worked for purposes of computing overtime for the workweek.

ARTICLE 7

REST PERIODS

Full-time employees shall receive one (1) ten (10) minute rest period, with pay, during for the first half of their regular work day and a thirty (30) minute unpaid lunch break at or around 12:00 noon.

ARTICLE 8

VACATIONS

Section 1. Regular full-time employees covered by this Agreement shall begin to accrue vacation benefits as of the employee's date of hire and shall become eligible to use vacation benefits according to the following schedule:

After 1 st year	40 hours
After 2 nd year	80 hours
After 5 th year	120 hours
After 12 th year	160 hours
After 20 th year	200 hours

Section 2. Vacation pay shall be forty (40) hours of pay at the employee's regular rate of pay for each week of vacation. Vacation week will be Monday through Sunday.

Section 3. Vacation may be taken in minimums of one (1) day increments with a maximum of five (5) in a calendar year. One-day vacations must be approved by the road supervisor.

Section 4. If time off is required by an employee during their first twelve (12) months of employment, it shall be considered a leave without pay. Time off is subject to the approval of the road supervisor.

Section 5. In the event the employment relationship is severed for any reason, the employee shall receive pay for all earned vacation as of the date of severance.

Section 6. Employees who have completed at least 1500 hours of work in the previous year shall be granted a vacation with vacation pay, each twelve (12) months as outlined in Section 1. Employees who are on Worker's Compensation are exempt from the 1500 hour minimum. Payment of a partial years' vacation will be made to employees who work less than 1500 hours on a prorate basis.

Section 7. Any bargaining unit employee who is absent due to an on-the-job injury, which is determined to be compensable under the Worker's Compensation, shall continue to accrue vacation benefits for such time not worked for a period not to exceed one (1) year following the date of injury.

Section 8. All vacation time must be approved by the Employer with 4-weeks notice in order to adequately determine the Employer's staffing needs during an employee's absence. Only one full-time employee may take vacation at a time. The 4-week notice may be waived by the employer upon request of the employee.

Section 9. Employees shall be allowed to carry over one (1) full week of vacation, with Town Board approval.

ARTICLE 9

WAGES

A schedule attached hereto and marked Exhibit "A" shall be the minimum rates of pay.

ARTICLE 10

HOLIDAYS

Section 1. The following holidays will be recognized for all full-time employees covered by this Agreement after successfully completing the probationary period set forth in Article 2: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day.**

Section 2. Employees required to work on any of the above holidays shall be paid, in addition to holiday pay, at the rate of two (2x) times their regular hourly rate for all hours worked. Employees shall be paid eight (8) hours of holiday pay at their straight hourly rate, whether worked or not, for the holidays named in Section 1. Holiday pay will not be used in computing overtime for an employee's workweek.

Section 3. In order to be eligible for a paid holiday, employees must work both the last scheduled work day before and the scheduled work day after such holiday, unless such absence is excused by the Employer, or the employee receives a paid sick day, or the employee is absent because of an industrial injury.

Section 4. If any of the above holidays fall on a Saturday, the Holiday will be observed on the preceding Friday. If any of the above Holidays falls on a Sunday, the Holiday will be observed on the following Monday.

ARTICLE 11

NO STRIKE - NO LOCKOUT

There shall be no lockout, strike, picketing, slowdown and/or boycott of any kind whatsoever, including sympathy strikes, during the term of this Agreement. Prohibition against strike, picketing, and lockout shall be absolute, and shall apply regardless of whether a dispute is subject to arbitration under grievance and arbitration provisions of the contract.

ARTICLE 12

PHYSICALS

All physicals required by the Employer, or by federal and state agencies, shall be paid by the Employer.

ARTICLE 13

BULLETIN BOARD

The town shall supply an adequate bulletin board, within the shop area, for the use of the Union employees for the posting of all Union correspondence.

ARTICLE 14

TRAVEL

When the employee uses the employee's own vehicle for transportation at the request of the Employer, and directly in the course of the employee's employment, or to attend a seminar or any schooling approved by the Employer, the Employer shall reimburse the mileage at the rate allowable by the IRS.

Each employee will be required to maintain basic auto liability insurance as established by the State of Wisconsin.

All requests for mileage reimbursement must be submitted in writing to the Employer within ten (10) working days of the occurrence of the expense to be eligible for reimbursement.

All travel related expenses for training sessions outside the boundaries of the Town of Bradley must be pre-authorized by the Board.

The Employer may limit any such travel or training sessions to adequately staff its needs during an employee's absence.

Except in the event of an emergency, no employee shall be permitted to allow anyone who is not a employee, officer, agent, contractor or other representative of the Employer in or on a vehicle while performing work for the Employer, unless prior written authorization has been obtained from the Employer.

ARTICLE 15

CLOTHING

It is agreed that the Employer shall provide throw-away coveralls for work within the shop area. The Employer shall also provide any necessary safety equipment required to be worn by the employee(s).

ARTICLE 16

JURY AND WITNESS DUTIES

An employee who responds to a call for jury duty or as a witness under subpoena involving the Employer, shall receive his/her minimum guaranteed weekly wage minus the amount of compensation received for such jury duty or as witness fees if the amount thereof is less than the amount the employee would have received while performing his/her regular duties, provided such employee **(1)** gives prior notice thereof to the Employer **(2)** furnishes the Employer with satisfactory evidence of his/her call for jury duty as a witness under subpoena, the number of days served and the amount of compensation received therefore, **(3)** makes a reasonable effort to report for work during his/her Regularly scheduled workday when employee's services are not required for jury duty or as a witness under subpoena involving the Employer. In case an employee is required for witness duty as stated above, he/she shall also be reimbursed for all expenses incurred.

When a regular employee is required to be present for jury duty, the Town will reimburse him/her for loss in regular wages up to a maximum of sixty (60) hours of pay during the course of the contract year.

ARTICLE 17

PERSONAL LEAVE

Employees requesting a leave of absence shall submit a written request to the Employer stating the reason and the length of time desired. Benefits shall continue to accrue, except pay, for an approved leave of absence of two (2) weeks or less. Any other approved leave of absence shall be without pay or accrual of other benefits under this Agreement, unless otherwise agreed in writing between the Employer and the Union. Any requested leave of absence for a period longer than seven (7) days may be granted for a period not to exceed six (6) months if approved by the Employer. Personal leaves shall not be granted for the purpose of working for another employer or personal gain.

ARTICLE 18

SICK LEAVE

Section 1. After successfully completing the probationary period employees shall receive eight (8) days, for a total of sixty four (64) hours per contract year to be used for sick leave. Sick leave shall be paid equal to the number of hours used in any one day at the employee's straight rate and will not exceed eight (8) hours in any one day while working (8) hour shifts and will not exceed ten (10) hours in any one day while working ten (10) hour shifts. Unused sick leave may accumulate to a maximum of thirty-five (35) days, for a maximum of two hundred eighty (280) hours.

Section 2. Any absence due to illness during the employee's probationary period or thereafter when sick leave benefits are not available will be considered leave without pay.

Section 3. Doctor's Certificate: An employee off work on sick leave for more than (3) consecutive workdays shall, upon request of the employer, provide a doctor's certificate evidence of illness.

Section 4. An employee shall be paid his/her sick leave bank upon retirement at age 65 or 20 years of service.

Section 5. Sick leave may be used for immediate family doctor appointments. The term "immediate family" means the employee, spouse, and dependant children.

ARTICLE 19

INSPECTION PRIVILEGES

Union representatives and officials shall be permitted reasonable access to the premises of the Employer and be given reasonable access to members of the bargaining unit during working hours for the purpose of adjusting disputes, investigation of working conditions, collection of dues, or ascertaining compliance with the Agreement. Such visits shall not interfere with the duties of the employees or interrupt them while working.

ARTICLE 20

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due and earned benefits to the employee in accordance with applicable law.

Upon quitting, the Employer shall pay all money due and earned benefits to the employee on the payday following quitting, provided the employee has turned in all keys and equipment furnished by the Employer.

ARTICLE 21

FUNERAL LEAVE

The Employer shall grant up to five (5) consecutive days leave with pay to any regular full-time employee for the purpose of attending and making arrangements for the funeral of the employee's spouse.

The Employer shall grant up to three (3) consecutive days leave with pay to any regular full-time employee for the purpose of attending and making arrangements for the funeral of the employee's immediate family. The three (3) day period shall be any three (3) regular work-days representing the day before, the day of, and the day after the funeral, provided the employee attends the funeral. The term "immediate family" means the employee's child, mother, father, sister, brother, mother-in-law or father-in-law.

The Employer shall grant one (1) days leave with pay to any regular full-time employee for the purpose of attending the funeral of the employee's sister-in-law or brother-in-law, son-in-law or daughter-in-law, or grandchild. The Employer will pay the employee at his/her regular straight time rate not exceeding eight (8) hours per day. The employee must attend the funeral in order to be paid for time off.

ARTICLE 22

PENSION

The Employer will continue to fund the employee's annual annuity in the following amounts:

1/1/15	\$2100	Contribution
1/1/16	\$2150	Contribution

ARTICLE 23

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should 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 pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision of this contract to the contrary.

ARTICLE 24

GENERAL PROVISIONS

- (a) This Agreement shall supersede any rules and regulations of the Board, which are contrary or inconsistent with its terms.
- (b) All employees shall be paid bi-weekly.
- (c) An employee's regular workweek shall not be altered to avoid the payment of overtime.
- (d) Employees notified to be "on call" for a paid holiday shall receive a \$1.00 per hour pay rate for all hours on call. Employee on call will leave a phone number and be at work within 30 minutes of notification.

ARTICLE 25

INSURANCE

The Town and the Local Union will meet in June, 2002 to select a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) available in the regional geographic area. A health plan design will include deductible, co-pays, and prescription drug coverage.

The Town and Local Union will select the HMO or PPO by mutual agreement.

The Town will not be obligated to pay more than the lowest cost HMO or PPO available in the area. The Town will cover the cost of the single plan and the employee has the option to pay the higher premium to obtain family coverage.

The health care coverage will be effective January 1, 2003.

ARTICLE 26

LENGTH OF AGREEMENT

Section 1. This agreement shall be in full force and effect from January 1, 2015, to and including December 31, 2016 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 180 days prior to December 31, 2005, or December 31st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 3. Revisions agreed upon or ordered shall be effective as of January 1, 1998, or January 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

GENERAL TEAMSTERS UNION
Local 662
Eau Claire, Wisconsin

TOWN OF BRADLEY
Lincoln County,
Wisconsin

By _____
Business Agent

By _____
Town Chairperson

Date _____

Date _____

TOWN OF BRADLEY
Lincoln County, Wisconsin

EXHIBIT "A"

WAGE RATES AND CLASSIFICATIONS

The minimum hourly wage scale for the classifications listed below shall be as follows:

The Employer shall not be precluded from paying an hourly wage rate in excess of the minimum where the Employer considers it necessary or appropriate.

7/1/15

First 6 months of probationary period	Same as the "part-time" rate as established by the Town Board during the term of the contract with a base of \$9.35/hr.
Second 6 months of probationary period	Same as the "part-time" rate + \$0.50/hr as established by the Town Board during the term of the contract with a base of \$9.85/hr.
Regular full-time employee	\$17.41

AMENDMENT:

On 12/11/02 both parties by mutual agreement agree to increase 1/1/03 wage rate from \$13.20 to \$13.45 in lieu of health insurance coverage for 2003. Both parties agree to extend this amendment for 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, and 2016.

TOWN OF BRADLEY
Lincoln County, Wisconsin

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