

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**TOWN OF MADISON**

**AND**

**DANE COUNTY, WISCONSIN  
MUNICIPAL EMPLOYEES  
LOCAL 60, AFSCME, AFL-CIO**

**2006 -2008**

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## AGREEMENT

THIS AGREEMENT, made and entered into at the Town of Madison, Wisconsin, by and between the Town of Madison, a municipal corporation, as municipal Employer, and representatives of employees who are employed by the Town of Madison.

### ARTICLE I - INTENT AND PURPOSE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage, and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the Town's affairs, and to promote and protect the interests of the general public and the residents of the Town of Madison.

NOW, THEREFORE, be it mutually agreed as follows:

### ARTICLE II - MANAGEMENT RIGHTS

The Union recognizes the Town of Madison as having the right to plan, direct, and control the operation of the work force; to hire, layoff; to discipline, suspend or discharge for just cause; to promote or demote; to establish and enforce reasonable rules of conduct, work and safety; to change, modify, or terminate methods, procedures and controls for the performance of work; to abolish jobs where no longer needed; and to determine and enforce reasonable minimum standards of performance.

### ARTICLE III - COOPERATION

The Union agrees for its members that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best efforts to protect the property of the Town of Madison; and that they will cooperate in improving and expanding the welfare of the Town and will encourage and promote the Town.

If the operation of any department or division of the Town is transferred to another government agency, the Town shall notify the Union of such transfer within ten (10) days. Upon request by the Union, the parties will bargain concerning the effects of said transfer.

### ARTICLE IV - SUBCONTRACTING

The Employer shall have the right to subcontract only work that has been subcontracted consistently in the past or work that the employees are not qualified to perform or work which requires equipment not regularly used by the Employer.

### ARTICLE V - RECOGNITION

The municipal employer recognizes Local 60, AFSCME, AFL-CIO as the exclusive bargaining representative for all regular employees of the Town of Madison, including public works employees, clerical employees and other employees, excluding employees with the power to arrest, the fire chief, assistant fire chief and supervisory employees.

## ARTICLE VI - FAIR SHARE

Section 1. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed or sex.

Section 2. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally, and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

Section 3. The Employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union on or before the end of the month in which such deduction is made. In the event that an employee shall not have sufficient earnings due him during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld.

Section 4. Dues check-off. The Town agrees to deduct membership dues from the pay of employees as certified by the Union, provided such employee has signed a check-off authorization for this purpose.

Section 5. Liability. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Town for the purpose of complying with the provisions of this Article.

## ARTICLE VII - NO STRIKE OR LOCKOUT

Section 1. The Town agrees that there shall be no lockout of its employees, and the Union agrees that neither it nor its members will cause, permit, or take part in any strike, work stoppage, or picketing. No employee shall participate in any work slowdown procedure in any form. Violation of any part of this Article shall constitute prima facie grounds for discharge.

Section 2. In the event of any violation of this Article, the Union, upon notice thereof given in writing by the Town, shall meet the following requirements:

- (a) The Union shall, within four (4) hours after notice from the Town, publicly declare that such action is unauthorized, and shall, within four (4) hours after notice from the Town, order its members to return to work, notwithstanding the existence of any wildcat picket line.
- (b) The Union shall not question the unqualified right of the Town to discipline or discharge employees engaging in, participating in, or encouraging such unauthorized strike action, except that any issue of fact as to participation shall be subject to the grievance procedure.

## ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Grievance. A grievance is defined to be a controversy between the Union and the Town, or between any employee or employees and the Employer as to:

- (a) A matter involving the interpretation of this Agreement;

(b) Any matter involving an alleged violation of this Agreement in which an employee or group of employees, or the Employer, maintains that any of their rights or privileges have been impaired in violation of this Agreement.

Section 2. Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1. The Employer or the employee and/or the steward shall take the grievance up orally with the employee's immediate supervisor within five (5) days of the time that the person knew or ought to have known of the occurrence causing the grievance. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

Step 2. The grievance shall be considered settled in Step 1 unless within five (5) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the Department Head. The Department Head shall respond to the grievance in writing within fifteen (15) days.

Step 3. If the grievance is not settled at the second step, either party may request one (1) mediation meeting before a mediator selected by the Wisconsin Employment Relations Commission, and thereafter, whether the mediation session is utilized or not, if the grievance is not settled, either party may take the matter to arbitration as hereinafter provided.

Section 3. Arbitration.

(a) The grievance shall be considered settled in Step 3 above unless within ten (10) days after the last response is received, or due, the Union shall request in writing to the other that the dispute be submitted to an impartial umpire.

(b) The impartial umpire or arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within fifteen (15) days after the date of the notice requesting arbitration, or if the parties do not agree upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains, and the party requesting arbitration shall be the first to strike a name.

(c) The arbitrator in making his binding award shall be subject to the following conditions and limitations:

- (1) Such arbitrator shall have no power or jurisdiction to change, add to, or subtract from, or to modify or nullify any of the provisions of this Agreement for the purpose of a particular case.
- (2) No arbitrator's award shall have any standing as a precedent in any subsequent arbitration.
- (3) Such arbitrator shall, within the above limitations, render a decision which in his judgment will be equitable, knowing that nothing contained herein shall deprive either party of their right to relief under law.

(d) All costs of all arbitrations shall be borne equally by the Town and the Union, except that the cost of a reporter and one (1) original transcript of any proceeding before the arbitrator for which either party shall request a reporter, shall be paid by the party making the request. Such original transcript shall be for the use of the arbitrator and copies shall be supplied to either party

upon request and the payment of the cost thereof. It is agreed that each party shall bear the cost of its own witnesses.

Section 4.      General Grievances. Union grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure.

#### ARTICLE IX - HOURS OF EMPLOYMENT

Section 1.      The normal work week shall be five (5) eight (8) hour days per week, Monday through Friday, inclusive. All shifts shall include one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid midmorning break. Highway employees will be allowed ten (10) minutes within the shift for wash-up time at the end of the day with pay. Regular shifts with regular starting times shall be established. The Town shall notify the Union one (1) week in advance of any change of shift schedule of one (1) or more weeks duration.

- A.      Flexible work schedule: An employee may work a flexible work schedule upon mutual agreement with his or her supervisor. Such schedule shall provide for alternative work hours, Monday through Friday, but shall result in the same number of weekly hours for that position. Employees working such schedule will be entitled to overtime compensation in accordance with the contract, however, if the flexible work schedule results in work day(s) in excess of eight (8) hours, overtime compensation shall not commence until the end of the number of daily hours provided by the flexible work schedule for that day. A flexible work schedule can be terminated with ten (10) days notice by either the employee or supervisor. It is the intention of the parties that employees working flexible work schedules shall not lose contractual benefits as the result of the schedule.

Section 2.      Employees shall receive time and one-half (1½) their straight time hourly rate for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, except as provided below.

Section 3.      Employees will be required to work overtime as the necessities of the Town demand. Overtime shall be divided as equally as is reasonably possible among those regular full-time employees qualified to perform the required overtime work. All Saturday and Sunday work shall be at time and one-half (1½) the employee's hourly rate. There shall be no pyramiding of overtime.

Section 4.      Overtime shall not be paid where the schedule is adjusted for the convenience of the employee.

Section 5.      All required school and training sessions shall be considered as overtime unless it occurs during the employee's regularly scheduled shift. Employees will be paid only for time in attendance at scheduled school or training sessions and for travel time. Overnight lodging will be paid by the Town only if deemed necessary and authorized by the department supervisor in advance.

Section 6.      Any employee called back to work after he has completed his scheduled shift shall be given a minimum of two (2) hours of work at time and one-half (1½) his regular rate. If the Employer does not provide the minimum two (2) hours of work at the overtime rate, such employee shall be paid a minimum of two (2) hours pay at time and one-half his regular rate.

Section 7.      The Employer shall pay the wage rates set forth in Appendix A attached hereto.

Section 8.      No supervisor shall perform bargaining unit work when a regular unit member is off duty, except in an emergency or except in accordance with a long-standing practice.

Section 9. Any clerical employee who works between the hours of 4:30 p.m. and 7:00 a.m. shall be paid twenty-five cents (\$.25) per hour in addition to his or her regular pay for all hours worked between 4:30 p.m. and 7:00 a.m. unless the employee is working between 4:30 p.m. and 7:00 a.m. as the result of a mutually agreed upon schedule. If an employee works between the hours of 4:30 p.m. and 7:00 a.m. as the result of a mutually agreed upon schedule, he or she is not entitled to the \$.25 shift premium pay.

Section 10. In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off on a time and one-half (1½) basis for up to a maximum of forty (40) overtime hours worked [i.e., sixty (60) straight-time hours] from December 1<sup>st</sup> to December 1<sup>st</sup> for each year. Any compensatory time not used or scheduled by December 1<sup>st</sup> shall be paid to the employee on his or her next regularly scheduled paycheck. No compensatory time may be earned during the month of December. All compensatory time off must have the approval of the Department Head.

#### ARTICLE X - HOLIDAYS

Section 1. All full-time employees from the initial day of employment shall receive the following holidays off with pay:

Day Before New Year's Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	Two (2) Floating Holidays
Labor Day	

Section 2. If an employee is required to work on a holiday, he shall be paid straight-time and be given compensatory time off in addition to the holiday benefit.

Section 3. If any of these holidays falls on Sunday, then Monday shall be considered the legal holiday. If any of these holidays fall on Saturday, the employees shall be given a day off to use as a vacation day which may, by mutual agreement, be the Friday preceding the holiday. When the Day Before Christmas and the Day Before New Year's Day fall on a Sunday, the employees shall be given a floating holiday for each day which may, by mutual agreement, be used on the Fridays preceding the holidays.

Section 4. All regular part-time employees working an annual average of twenty (20) or more hours per week shall receive a pro rata holiday benefit based on the average number of hours worked per week compared to a full-time weekly schedule.

Section 5. An employee must give at least five (5) days notice of his intention to take a floating holiday and must specify the date desired, and such date shall be mutually agreed upon. This five (5) day notice may be waived by the Department Head.

## ARTICLE XI - VACATIONS

Section 1. All full-time employees shall receive the following vacation:

After 1 year of continuous service	2 weeks
After 5 years of continuous service	2 weeks and two days
After 7 years of continuous service	3 weeks
After 12 years of continuous service	3 weeks and two days
After 15 years of continuous service	4 weeks
After 20 years of continuous service	5 weeks

Section 2. Vacations are calculated on a calendar year basis. Vacation time earned in a given year must be taken during that calendar year, except for the first year of employment, and also, employees may carry over one (1) week to take in the first calendar quarter of the following year at the Department Head's discretion. Vacation time earned during the first calendar year of employment shall be on a pro rata basis [one-twelfth (1/12) of the two (2) weeks vacation entitlement for each complete month worked].

Probationary employees shall be entitled to take their vacation time after their probationary period has been successfully completed.

On January 1 of the calendar year following the employee's starting date of employment, or the completion of the first six (6) months of their probationary period, whichever is later, the employee is entitled to take two (2) weeks vacation. In all successive years of employment the employees are entitled to take their vacation time as of January 1.

During a calendar year in which the employee will be qualifying for an extra week of vacation, the employee will receive the full extra week notwithstanding their anniversary date of employment.

### Section 3.

Employees shall be paid for unused vacation under the following conditions:

- (1) Death or retirement.
- (2) If the employee is denied because of legitimate work load reasons from using it.

Section 4. Employees may take not more than one (1) week of vacation on a seniority basis. The remainder of vacation shall be taken on a first-come, first-served basis, and can be taken in any size block desired, subject to approval by the supervisor.

Section 5. The Department Head may install a system for posting choice of vacation time involving blocks of one (1) or more weeks, and any conflict of scheduling shall be resolved in favor of seniority; but after selection there shall be no right of bumping. For the purposes of this Section, seniority shall be defined simply as length of continuous service for the Town of Madison, Highway and Clerical.

Section 6. All regular part-time employees working an average of twenty (20) or more hours per week quarterly shall receive a pro rata vacation benefit based on the average number of hours worked per week compared to a full-time weekly schedule.

Section 7. Except as otherwise provided in Section 3, upon their termination of employment, an employee's vacation will be prorated [one twelfth (1/12) for each complete month worked in the calendar year of termination] for any vacation due. If the employee has borrowed vacation time, he or she will reimburse the Employer on the same pro rata basis.

## ARTICLE XII - INSURANCE

Section 1. The Employer shall provide the Physician's Plus Insurance Plan and the Dean Care HMO insurance plan, or their equivalent, for all bargaining unit employees. Effective January 1, 2007 or anytime thereafter, the Employer may, at its discretion, provide the Physician's Plus Insurance Plan and the Dean Care HMO insurance plan or their equivalent which includes a \$10 office co-pay component.

The Employer will contribute one hundred percent (100%) per participating employee of the cost of the single coverage and ninety percent (90%) per participating employee of the cost of the family coverage toward the total cost of participating employee. Effective July 1, 2006 and thereafter, the Employer will contribute ninety percent (90%) per participating employee of the cost of the family coverage and of the single coverage toward the total cost of participating employee.

The Employer shall maintain the present group life insurance program, or its equivalent.

Section 2. The health insurance premiums of part-time employees shall be paid on the following pro rata basis:

For those participating employees averaging between twenty (20) to thirty (30) hours per week quarterly, the Employer shall pay fifty percent (50%) of the premium for single coverage or forty-five percent (45%) of the premium for family coverage.

For those participating employees averaging between thirty (30) to thirty-nine (39) hours per week quarterly, the Employer shall pay seventy-five percent (75%) of the premium for single coverage or sixty-seven and one-half percent (67.5%) of the premium for family coverage. Employees working forty (40) hours or more shall be covered under Section 1 of this Article.

Section 3. The Town will make a lump sum payment of \$350.00 per year to each employee who chooses not to be covered under either health insurance plan. If an employee chooses not to be covered under either health insurance plan, the sum of \$350.00 shall be paid the subsequent March and said amount will be prorated on a monthly basis in the event the employee decides to leave before the end of the year.

Section 4. The Town shall pay the premium for life and long term disability insurance for fulltime regular employees. The Town shall offer coverage under a short term disability insurance plan, consistent with Standard Insurance Company Policy Number 123166-B which became effective January 1, 2001. Employee participation in the short term disability plan is at the employee's option. If an employee chooses to participate in the short term disability plan the employee shall pay the premium for said coverage. Coverage for life insurance plan shall be consistent with Standard Insurance Company Policy Number 123166-A which became effective January 1, 2001. Coverage for the long term disability insurance plan shall be consistent with Standard Insurance Company Policy Number 123166-C which became effective January 1, 2001. The Town has the right, upon notice to the Union, to change the life, short term disability and long term disability insurance plan carrier, provided the benefits of the plan provided by the new carrier are equal to the present plan. Additional coverage will be available at the employee's expense (by payroll deduction) and eligibility.

Section 5. The Town will administer a group dental insurance plan as agreed upon by the parties for interested employees and will deduct the premiums from the employee's paycheck upon receipt of a written authorization to do so. The employee is responsible for one hundred percent (100%) of the premium for either a single or family plan.

Section 6. The Town will provide an IRC § 125 plan for eligible employees.

#### ARTICLE XIII - LONGEVITY BONUS

Longevity pay is calculated on December 1 of each year and paid in December. After having completed three (3) full years of continuous service on any December 1, the employee shall be paid a bonus payment of seventy-five dollars (\$75.00) for the third year, and each year thereafter the bonus payment shall be increased thirty-five dollars (\$35.00) per year, through a maximum continuous service of twenty-five (25) years.

#### ARTICLE XIV - EQUIPMENT AND CLOTHING ALLOWANCE

The Town will pay the full cost toward a uniform service for highway employees.

#### ARTICLE XV - SICK LEAVE

Section 1. Eligibility for sick leave shall begin after the completion of six (6) months of actual service, but accumulation shall be retroactive to the time of employment. Employees shall continue to accrue all benefits while using sick leave.

Section 2. Sick leave shall be granted at the rate of one (1) day per month and may be accumulated to one hundred sixty-eight (168) working days. However, a maximum of one hundred thirty-two (132) working days shall apply to all payments under Section 4 hereunder. Part-time employees who work a quarterly average of twenty (20) or more hours per week shall receive pro rata sick leave benefits.

Section 3. Sick leave may be used on days that the employee is scheduled to work in the event of illness, injury or diagnostic treatment when performed by a licensed health care practitioner for the employee or a member of the employee's immediate family which necessitates the employee's presence. Immediate family is defined as the employee's spouse, mother, father, son, daughter, or stepchildren. The Employer may require the employee to provide a doctor's statement of illness or injury when an employee has been absent more than three (3) days. However, when an employee indicates a pattern of unusual sick days off of less than three (3) days, the Employer may require medical proof of disability, and any employee found guilty of willful misuse of sick leave or falsely reporting sickness may be disciplined by suspension without pay or discharge.

Section 4. Sick leave shall automatically terminate on the employee's termination of employment except in case of retirement or death, in which event the employee or his estate shall be reimbursed as provided by this Section, or in the event that the employee is terminated as a result of the dissolution or pending dissolution of the Town, as specified more fully in Section 5 of this Article.

The Town agrees that vesting of sick leave benefits occurs upon retirement or death. In order to qualify for vesting of sick leave benefits, an employee must have achieved retirement age. Retirement age is defined as age 55. Vesting is based on years of service as follows:

- 1 to 3 years of service = 0%
- 3 or more years of service = 30% of allowable accumulated sick leave
- 4 or more years of service = 40% of allowable accumulated sick leave
- 5 or more years of service = 50% of allowable accumulated sick leave
- 10 or more years of service = 100% of allowable accumulated sick leave

Allowable accumulated sick leave is fifty percent (50%) of accumulated sick leave (the maximum accumulated sick leave for purposes of this section is 132 days) for purposes of a lump sum payout. A retired employee may, as an alternative, elect to use accumulated sick leave for payment of continuation of his or her group health insurance, and in such case, the allowable accumulated sick leave shall be sixty-six percent (66%) of accumulated sick leave. Accumulated sick leave will not, in any circumstance, exceed 132 days.

For example, an employee who has achieved retirement age has three (3) years of service and has accumulated 100 hours of sick leave, would qualify for 100 hours x allowable accumulation (50% assuming lump sum payout) x 30% = 15 hours. If in the above example the retired employee elected to use sick leave for continuation of group health insurance, the calculation would be 100 hours x 66% x 30% = 19.8 hours.

A second example is an employee who has achieved retirement age, has nine years of service, and has accumulated 864 hours of sick leave. This employee, if electing a lump sum, would qualify for 864 hours (108 days x 8 hours) x 50% x 50% or 216 hours. If the same employee elected to use sick leave for payment of continuation of group health insurance premiums, his or her entitlement would be as follows: 864 hours (108 days x 8 hours) x 66% x 50% or 285 hours.

Section 5. The parties recognize that the Town will eventually be dissolved pursuant to the terms of a Dissolution Agreement entered into by the Town, the City of Fitchburg and the City of Madison. As an incentive for employees to remain with the Town up to the date of dissolution, it is agreed that employees who are employed with the Town on the date of dissolution or who are otherwise terminated as a result the pending dissolution of the Town shall receive a payment equal to 50% of their allowable accumulated sick leave or \$5,000, whichever is less.

"Otherwise terminated as a result of the pending dissolution" of the Town means that the employee has been terminated as a result of the employee's position having been eliminated prior to the date of dissolution as a direct result of the pending dissolution. If an employee is terminated and the employee's position is filled and not eliminated, the termination is *per se* not related to the pending dissolution of the Town and the employee is not eligible to receive the accrued sick leave payout. This section also does not prevent the Employer from terminating an employee for just cause as otherwise provided for in this Agreement. An employee terminated for just cause is not eligible for the accrued sick leave payout under this Section regardless of whether or not the terminated employee's position is filled or eliminated. If an employee is terminated for what the Town asserts is just cause and the termination is grieved, it is irrelevant whether or not the employee's position has been filled or eliminated and evidence regarding whether or not the employee's position has been filled or eliminated is inadmissible at the grievance hearing.

Section 6. The Employer may at anytime require medical proof of disability and any employee found guilty of willful misuse of sick leave or falsely reporting sickness may be disciplined by suspension without pay or discharge.

Section 7. Sick leave may not be utilized where the absence is covered by Worker's Compensation benefits and any sickness and accident benefits received through the Employer's insurance plans shall be deducted from the amount of sick leave entitlement.

Section 8. Where the employee has been on sick leave and the Employer is concerned about his or her ability to return to work and properly handle his or her regular duties and responsibilities because of the sickness which required the sick leave, the Employer may, at its expense and within ten (10) days of the employee's desire to return, have him examined by the Employer's choice of medical doctor who shall file a written report with the Employer and Union within five (5) days covering the concern of the Employer.

If there is disagreement between the employee's doctor and the Employer's doctor, then the employee shall within ten (10) days submit to examination by a third medical doctor designated jointly by the Union and the Employer, and the majority of the medical opinion shall control. The expense of the joint medical examination shall be borne one-half (½) by the Employer and one-half (½) by the Union.

The same procedure will be utilized where the Employer believes the employee is able to return to work, but the employee's medical doctor has a differing opinion.

#### ARTICLE XVI - SENIORITY

Section 1. All newly hired employees shall be considered probationary for the first six (6) months of employment, but on the completion of six (6) months his seniority shall date back to the beginning of employment. Such employee may be disciplined by suspension not exceeding three (3) days or discharged without recourse to arbitration during the probationary period.

Section 2. Whenever it becomes necessary to lay off employees, the employee with the least seniority shall be laid off, providing the remaining employees are capable of performing the work; recall shall be in the reverse order with the same condition attached.

Section 3. Whenever there is a permanent job opening to be filled, the Employer shall post it for a period of one (1) week, outlining the qualification standards and nature of work to be performed. The Employer may test (written, oral or both) the applicants applying for the job and shall select the most qualified to perform the work. Preference will be given seniority, all other things being equal. Where no one from within the Department qualifies, the Employer may fill the position from the outside. ("Department" is defined as clerical employees, Police Department employees and highway employees).

Section 4. It is the Employer's belief that it is in the best interest of both the Employer and its employees that hiring and/or promotions should be from within the Town's work force whenever reasonable. The Employer's primary goal in filling non-bargaining unit jobs is to hire the person, who in the Employer's judgment, is the most qualified. Consistent with the Employer's affirmative action goals and all other things being equal in the Employer's judgment, the Employer desires to promote from within whenever it finds it feasible. If, in a particular instance, the Employer judges a bargaining unit employee to be the most logical person to fill the job, he or she will be given that job. The Employer is not, however, answerable to the Union in filling non-bargaining unit positions.

When a non-bargaining unit position becomes available, the Employer will post a notice for all employees in the bargaining unit, setting forth the wage rates, hours, and a brief description of the position. Any bargaining unit employee interested in applying for the position shall have a period of seven (7) calendar days to post for said position. After the seven (7) calendar days period of time, the Employer will proceed to advertise for the position, without first being required to have made a decision with respect to bargaining unit employees who have indicated an interest in the position. The selection criteria and decision of the Town is not subject to the grievance procedure.

## ARTICLE XVII - LEAVE OF ABSENCE

Section 1. Providing suitable replacement personnel are available, an employee may be granted a leave of absence without pay if agreed upon by the Employer and the Union.

Section 2. Required leave without pay for military duty shall be granted as a matter of course and shall not be required to be taken as vacation.

## ARTICLE XVIII - FUNERAL LEAVE

Funeral leave with pay is granted up to three (3) days for an employee who actually attends the funeral of spouse, mother, father, son, daughter, step-children, brother or sister, and one (1) day for attending the funeral of mother-in-law, father-in-law, brother-in-law, sister-in-law or employee's and spouse's grandparents and grandchildren. Special circumstances may extend the leave with the approval of the Department Head. In the event the Department Head approves extended funeral leave, the leave shall be counted as sick days for the employee.

## ARTICLE XIX - WISCONSIN RETIREMENT FUND

The Employer will pay one hundred percent (100%) of the employee's cost of the Wisconsin Retirement Fund.

## ARTICLE XX - JURY DUTY

Employees who are required to serve as jury members and who present a voucher showing jury fees received will be paid the difference between the jury pay received and average straight-time earnings.

## ARTICLE XXI - SEASONAL EMPLOYEES

Section 1. Seasonal employees are employees of less than one hundred twenty (120) days employment and shall not be subject to Article VI, Fair Share.

Section 2. The Employer shall have the right to employ seasonal employees. However, this provision shall not be used to reduce the number of regular full-time employees.

Section 3. The fringe benefits enumerated herein and seniority shall not inure to the benefit of seasonal employees.

## ARTICLE XXII - TEMPORARY ASSIGNMENTS

It is understood that due to the small size of the Town's work units, the need sometimes arises for employees to temporarily perform tasks normally performed by others. Employees performing tasks normally performed by co-workers receiving a lower rate of pay will retain their rate of pay.

Whenever a bargaining unit employee works at the Town's request in a higher job classification than they are normally assigned for more than fifty percent (50%) of the time in any three (3) months period, that employee, upon written application to the Town, shall receive the difference in wages between the employee's job classification and the higher job classification for those hours actually worked in the higher job classification during said three (3) month period of time.

## ARTICLE XXIII - REIMBURSEMENTS

### Section 1. Mileage and Meals.

- A. Mileage: Employees shall be reimbursed at the IRS rate per mile for the use of private vehicles while performing the Town's approved business.
- B. Meals: Employees shall be reimbursed for meals as follows:
- |     |           |         |
|-----|-----------|---------|
| (1) | Breakfast | \$ 5.00 |
| (2) | Lunch     | \$ 9.00 |
| (3) | Dinner    | \$15.00 |

It is understood that, wherever possible, employees will notify the supervisor prior to getting a meal for which reimbursement will be requested.

- C. In order to receive reimbursement, the employee must provide, in writing, the following information to the Town within two weeks following the time the expenses or mileage were incurred:

Purpose of business; Date; Time; Number of miles or meals and description of meal, i.e., breakfast.

Section 2. Education Reimbursement. The Town shall reimburse employees for the cost of tuition, fees, and required materials and/or books for courses or seminars attended which are job related provided that advance supervisory approval is obtained. Employees requesting reimbursements in excess of \$300.00 shall submit said requests by August 31 of the calendar year prior to the course. Employees requesting reimbursement of less than \$300.00 shall submit said requests at least 30 days prior to the start of the course. Requests for reimbursement shall be made on a form provided by the Employer. The supervisor will approve or deny the request within five (5) business days following submission of the request. The Town will provide its reason(s), in writing, for denying requests for reimbursement under this provision. The reimbursement shall in no event exceed \$1200 per employee per year. The Town shall reimburse the employee 50% of the costs of the approved tuition, fees, and required materials and/or books on the accounts payable cycle following submission of the approved form and expense receipts. The remainder would be reimbursed to the employee upon submission of evidence of successful completion (certificate of completion; "pass" if pass/fail; or if a grade is issued, a "solid" C or better); payable on the next accounts payable cycle. In the event the employee voluntarily leaves the employ of the Town within one year of successful completion of the course, the employee shall repay the Town 75% of the reimbursement; in the event the employee voluntarily leaves the employ of the Town within two years of successful completion of the course, the employee shall repay the Town 50% of the reimbursement. If the employee voluntarily leaves the employ of the Town more than two years following successful completion of the course, the employee shall not be required to repay any reimbursement.

## ARTICLE XXIV - UNION REPRESENTATIVE

Section 1. The Union shall select one (1) vice-president and one (1) steward from the unit and notify the Town. Except as otherwise provided in this Agreement, the vice-presidents' and stewards' duties shall be limited to and not exceed investigation and presentation of grievances and transmission of written messages authorized by the Union.

Section 2. The vice-presidents and stewards shall be permitted reasonable time to investigate and present grievances without loss of time, or wherever practicable, grievance investigations shall be made during off hours.

Section 3. The Union Staff Representative, Vice President, and Steward shall have reasonable access to the employees during working hours, provided such access does not interrupt the work of the employees. Whenever possible, the Staff Representative shall notify the Director of Public Works and/or Business Manager in advance of visitation.

Section 4. The Employer will provide a place for the posting of notice of Union meetings and the like at a place where employees are stationed, but any literature posted shall not be derogatory to the Town or its citizens.

ARTICLE XXV - SEPARABILITY

It is the intention of the parties that the provisions of this Agreement and the responsibilities of the parties in its administration shall in all respects comply with the law. The provisions herein are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provisions of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect.

In the event any part of this Agreement is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision so invalidated.

ARTICLE XXVI - TERMINATION

This Agreement shall become effective as of January 1, 2006, and shall remain in full force and effect until and including December 31, 2008, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2008, or at any 1<sup>st</sup> of July on any effective year thereafter.

Dated at Madison, Wisconsin this 7<sup>th</sup> day of July, 2006.

FOR THE UNION:

FOR THE TOWN OF MADISON:

\_\_\_\_\_  
David [Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
Marlene S. Fodenstein

\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
Kindert Keenly  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
Renee Shuman

APPENDIX A -- Hourly Wage Rates

**July 1, 2005**

<b>Position</b>	<b>Start</b>	<b>6 Months</b>	<b>18 Months</b>	<b>48 Months</b>
Administrative Aid	14.83	15.56	17.05	17.36
Bookkeeper	15.20	15.95	17.49	17.79
Receptionist/Typist	14.22	14.92	16.32	16.60
Reception/Court Aide	14.67	15.40	16.77	17.06
Clerical, Police Department	14.83	15.55	17.04	17.35
Court Clerk	15.09	15.84	17.37	17.67
Lead Man -- Public Works	18.57	18.84	20.62	20.95
Crewman -- Public Works	16.52	16.94	18.74	19.07
Foreman -- Public Works	20.11	20.37	22.16	22.48
Deputy Building Inspector	15.75	16.26	17.15	17.87

**January 1, 2006**

<b>Position</b>	<b>Start</b>	<b>6 Months</b>	<b>18 Months</b>	<b>48 Months</b>
Administrative Aid	15.27	16.03	17.56	17.88
Bookkeeper	15.66	16.43	18.01	18.32
Receptionist/Typist	14.65	15.37	16.81	17.10
Reception/Court Aide	15.11	15.86	17.27	17.57
Clerical, Police Department	15.27	16.02	17.55	17.87
Court Clerk	15.54	16.32	17.89	18.20
Lead Man -- Public Works	19.13	19.41	21.24	21.58
Crewman -- Public Works	17.02	17.45	19.30	19.64
Foreman -- Public Works	20.71	20.98	22.82	23.15
Deputy Building Inspector	16.22	16.75	17.66	18.41

**January 1, 2007**

<b>Position</b>	<b>Start</b>	<b>6 Months</b>	<b>18 Months</b>	<b>48 Months</b>
Administrative Aid	15.73	16.51	18.09	18.42
Bookkeeper	16.13	16.92	18.56	18.87
Receptionist/Typist	15.09	15.83	17.31	17.61
Reception/Court Aide	15.56	16.34	17.79	18.10
Clerical, Police Department	15.73	16.50	18.08	18.41
Court Clerk	16.01	16.80	18.43	18.75
Lead Man -- Public Works	19.70	19.99	21.88	22.23
Crewman -- Public Works	17.53	17.97	19.88	20.23
Foreman -- Public Works	21.33	21.61	23.51	23.85
Deputy Building Inspector	16.71	17.25	18.19	18.96

**January 1, 2008**

<b>Position</b>	<b>Start</b>	<b>6 Months</b>	<b>18 Months</b>	<b>48 Months</b>
Administrative Aid	16.21	17.00	18.63	18.97
Bookkeeper	16.61	17.43	19.11	19.44
Receptionist/Typist	15.54	16.30	17.83	18.14
Reception/Court Aide	16.03	16.83	18.33	18.64
Clerical, Police Department	16.21	16.99	18.62	18.96
Court Clerk	16.49	17.31	18.98	19.31
Lead Man -- Public Works	20.29	20.59	22.53	22.89
Crewman -- Public Works	18.05	18.51	20.48	20.84
Foreman -- Public Works	21.97	22.26	24.21	24.56
Deputy Building Inspector	17.21	17.77	18.74	19.53