

**GENEVA LAKE ENVIRONMENTAL AGENCY
EMPLOYER – EMPLOYEE EMPLOYMENT AGREEMENT**

This agreement is made and entered into by and between the Board of Directors hereinafter referred to as the “Board” of the Geneva Lake Environmental Agency, hereinafter referred to as the “Agency”, and its employees.

ARTICLE I.
MANAGEMENT RIGHTS

1.01 In General:

The management of the Geneva Lake Environmental Agency, including the right to hire, the right to assign employees to jobs and equipment in accordance with the provisions of this Agreement, the right to assign overtime work the right to schedule work, the right to relieve employees from duty because of lack of work or for other legitimate reasons as provided in this Agreement, except as otherwise herein provided, shall be vested in the Board or their designee.

1.02 Change in Methods and Equipment:

In the event of change of equipment or methods of operation, the Board shall have the right to reduce the working force subject to this Agreement, and in the sole judgment of the Board make reductions in the work force as required. Nothing in this Agreement shall be construed to restrict the right of the Board to adopt, or install, or operate new or improved equipment or methods of operation.

1.03 Public Health and Safety:

Nothing in this Agreement shall be construed to limit the discretion of the Board with regard to matters affecting public health, safety or general welfare.

1.04 Work Rules:

The Employees recognize the right of the Board to establish and enforce reasonable work rules.

ARTICLE I.I
GRIEVANCE PROCEDURE

2.01 Grievance Defined:

The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. Any matter concerning terms or conditions of employment shall constitute a grievance under the provisions set forth below.

2.02 Procedure:

All such grievances shall be processed as follows:

Step 1: If an employee has a grievance, he/she shall first present the grievance orally to the Director. Said grievance may be presented by the employee within thirty (30) calendar days from the date of the event or knowledge thereof which gave rise to the complaint or the grievance will be barred.

Step 2: If the grievance is not settled at Step 1 within ten (10) days after having been presented to the Director the grievance shall be reduced to writing and presented to the Board at the next regularly scheduled Board meeting, The decision of the Board must be in writing and submitted to the aggrieved within ten (10) calendar days following that regularly scheduled Board meeting after their receipt of the employee's grievance.

2.03 Back Pay:

The Board shall be authorized to award any employee involved back pay and benefits, if any, but not more than the regular wages or benefits that would have been paid had the violation not occurred.

2.04 Extension of Time Limits:

Time limits in this statement may be extended by mutual written consent of both parties. The failure of either party to file, appeal or process a grievance in a timely fashion as provided herein shall be deemed a settlement in favor of the other party.

2.05 Policy Grievance:

The employees shall have the right to submit policy grievances regarding provisions of this Agreement in matters which do not necessarily apply to any one employee.

ARTICLE I.II

HOURS

3.01 Work Schedule:

Work schedules shall be established by the Director with the consent of the Board. The interests of the employees and the needs of the Agency to provide public services shall both be taken into account in setting employee work schedule.

3.02 Compensatory Time Off:

Salaried employees shall be allowed to accumulate, not to exceed, twenty four (24) overtime hours to be used as time off in lieu of regularly scheduled employment as defined in the job description. The Director shall be responsible for the compensatory time off records.

ARTICLE I.V

WAGES

4.01 Rate of Pay:

Absent a reduction in the funding available for operation of the Agency, and subject to Section 1.01 of Article 1, no employee's salary or wages may be decreased below that employee's present pay rate.

4.02 Transfer:

Upon any employee transfer in position, the Board shall negotiate a rate of pay below that employee's present pay rate.

4.03 New or Changed Jobs:

The Agency shall notify the employees before a new job is added or an existing job changed; the reasonableness of the new job duties and wage rates shall be subject to the grievance procedures but the job change shall go into effect pending settlement.

4.04 New Employees:

New employees shall be informed of their pay scale at the time they are hired and of any increase to be paid upon completion of their probationary period.

4.05 Probationary Period:

The probationary period is that first two (2) months of employment with the Agency of that first two (2) months of employment after job transfer, or new, or changed job. It is a trial period to test the employee's qualifications for the responsibilities of the position. If the Board is not satisfied with the employee, it may:

- 1) Withhold the post probationary increase and extend the probationary period by set length of time not to exceed sixty (60) working days,
- 2) Lower the job classification, or
- 3) Terminate his or her employment with the Agency.

ARTICLE V.
RETIREMENT

5.01 Normal Retirement:

Any regular employee in the Agency shall be permitted, at his own request, to remain in the employ of the Agency until the end of the calendar quarter of the year in which the employee attains the age of 70. Calendar quarters are on the last day of March, June, September, and December. The Board has the option of retaining any employee after the age of 70.

ARTICLE VI.
VACATIONS

6.01 Entitlement:

Salaried employees shall receive vacations with pay based on length of Agency service in accordance with the following schedule:

After: Year 1: 5 working days

| | |
|--------------------|-----------------|
| Year 2, 3, & 4: | 10 working days |
| Year 5, 6, & 7: | 15 working days |
| Year 8, 9, & 10: | 20 working days |
| 11 Years and over: | 25 working days |

The above vacation entitlement shall be pro-rated for any absence from work without pay in excess of any on week in one vacation year.

6.02 Eligibility:

Vacations shall be earned based on the employee's anniversary date of employment, or upon whole months worked for those in their first year of service.

6.03 Vacation Selection - Unused Vacation:

An employee who is eligible for vacation may take his vacation at such time and times as may be agreed upon between him and his fellow employees. Vacation credits earned but not used during a given Anniversary Year shall lapse at the completion of that Anniversary Year.

6.04 Termination:

Any employee who is entitled to a vacation at the time of terminating his services with the Agency shall be paid for his vacation at the time of the severing of his status; including any prorated vacation.

6.05 Partial Vacation:

Employees who have earned vacation will be permitted to take one-half (1/2) or one (1) day at a time upon approval of the Director.

6.06 Charges Against Vacation Leave:

Tardiness may be charged against vacation leave at the rate of one (1) hour so charged for each one-half (1/2) hour tardiness. The Director shall be responsible for tardiness charges and assessments. If an employee is ill and fails to report this fact to the office by noon of the first day of such illness, such unauthorized absence may be charged against annual leave.

6.07 Part-Time Employees:

Part time employees averaging more than 20 hours per week shall receive one weeks paid vacation per year commencing with their first anniversary of employment. The amount paid shall equal the average weekly wage in the prior year of employment.

ARTICLE VII.

HOLIDAYS

7.01 Number of Holidays:

The PAID HOLIDAYS for regular full-time employees are as follows:

- | | |
|-------------------|--|
| 1. New Year's Day | 7. Day after Thanksgiving |
| 2. Good Friday | 8. Christmas |
| 3. Memorial Day | 9. The last normally scheduled work day proceeding |

- | | |
|---------------------|--|
| 4. Independence Day | Christmas Day |
| 5. Labor Day | 10. The last normally scheduled work day |
| 6. Thanksgiving Day | proceeding New Year's Day |

Regular part-time and probationary employees shall receive these holidays without pay.

7.02 Holiday During Vacation:

If the Holiday occurs during the employee's vacation, he shall be granted an additional day off with pay at the beginning or the end of his vacation period or by mutual agreement at some other time.

ARTICLE VIII.

SICK LEAVE

8.01 Regular Full-Time Employees:

Basic sick leave shall be granted at the rate of one (1) day per month of service, with carry over from year to year, but at no time shall it accumulate to more than 12 days. There shall be no reimbursement of any kind for sick days not taken upon termination of employment.

8.02 Regular Part-Time Employees:

Sick leave accumulation for regular part-time employees shall be based on eight (8) hours for each one hundred seventy-three (173) hours of work.

ARTICLE IX.

JURY DUTY

9.01 Jury Duty:

A regular full-time or regular part-time employee (including a probationary employee) called for jury duty shall receive his regular salary for such time, provided he or she deposits any compensation received for jury duty with the Agency Treasurer who shall issue reimbursement to the employee therefore.

ARTICLE X.

MILITARY LEAVE

10.01 Active Duty:

The Agency and Board shall comply with the requirements of Federal and State of Wisconsin law with respect to the reinstatement of employees.

10.02 Reserve Duty:

Employees who are members of the military service who are called up for reserve training or duty for civil emergency shall receive their regular salary for a period not to exceed two (2) weeks in any Federal fiscal year provided they have deposited any compensation received for such service with the Agency Treasurer. They Treasurer shall issue a receipt for any such deposit.

ARTICLE XI.
FUNERAL LEAVE

11.01 Director's Discretion:

Funeral leave shall be granted at the discretion of the Director with subsequent Board consent.

ARTICLE XII.
OTHER LEAVES

12.01 Procedure:

Applications for leaves of absence for personal reasons must be made in writing stating the reason and given to the Director. The Director shall send the application to the Agency Board with a recommendation. The Agency Board shall notify the Director if the leave of absence is denied or authorized, indicating the duration of the authorization.

12.02 Other Employment:

A leave of absence will not be granted for the purpose of taking other employment. However, the term "other employment" shall not include election to Federal, State, County or Municipal office.

12.03 Personal Leave:

A leave of absence granted for personal reasons shall not be a paid leave. This leave shall be granted by the Director and approved by the Board.

12.04 Pregnancy Leave:

Whenever a regular full-time or regular part-time employee becomes pregnant, she shall furnish the Agency with a statement from her physician stating the approximate date of delivery. A leave of absence, the duration of which shall be based on the recommendation of the employee's physician, shall be granted prior to and following delivery, but in no event shall such leave exceed a total of one (1) year.

12.05 Educational Leave:

A leave of absence may be granted to employees who desire to improve their ability and job knowledge through further education. Educational leaves shall be without pay, except when requested by the Board, and must be recommended by the Director to the Board. The procedure for obtaining such leaves shall be the same as outlined in Section 12.01 of this Agreement.

ARTICLE XIII.

INSURANCE

13.01 Hospital and Surgical Insurance Coverage Eligibility

All regular full-time employees on the first of the month following thirty (30) calendar days of employment, shall be eligible for basic hospitalization-surgical care and major medical insurance plan. The Agency shall pay no more than 100% of the premium payment on the policy covering their employees as stipulated in said policy, but not less than \$50.00 per month. The choice of this major medical insurance company shall be made by the Board. The employee will be able to decline this insurance choice and use the money to pay for any other major medical insurance policy if they so choose. The Agency shall pay no more than 70% of a family policy provided the employee is the major income producer, but not less than \$50.00 per month.

13.02 Termination:

The Agency shall pay for said insurance policy for an additional calendar month following the month of termination of employment with the Agency. A retiree shall be eligible to continue under his or her policy as long as he or she pays the full premium in advance to the Agency Treasurer.

13.03 Leave of Absence:

Employees on authorized leave of absence without pay may retain their benefits by submitting premium payments to the Agency Treasurer in advance.

ARTICLE XIV

AUTHORIZED TRAVEL PROCEDURE

14.01 Automobile Expense:

Compensation may be claimed for mileage expense incurred during the use of any employee's personal automobile in the performance of his duties. Such expense will be reimbursed at the rate equal to the Federal (current) mileage allowance. Such mileage shall not include normal daily transportation from the employee's residence to the office and return, but may include such travel when necessary for the evening or other special meetings, or other such purpose at other than normal office hours.

14.02 Other Transportation and Travel Expense:

Compensation may be claimed for meal and lodging expenses incurred during the performance of an employee's duties away from the Agency's office. Claims shall be subject to the approval of the Board.

14.03 Method of Payment:

Unless otherwise directed, all travel and transportation expenses shall be submitted by employees and shall be subject to the approval of the Director. The Director shall submit these expenses to the Treasurer for payment.

ARTICLE XV.
GENERAL PROVISIONS

15.01 Copies of Agreement:

The Agency shall make copies of this Agreement available to each employee and Board member.

15.02 Legal Liability:

The employees shall be protected by the Agency and be free of any legal liability or suit in carrying out the duties established by their job description.

15.03 No Discrimination:

The parties to this Agreement shall not discriminate against any person because of race, creed, color, sex, or age and such persons shall receive the full protection of this agreement.

15.04 Pay Day:

Employees shall be paid twice monthly.

15.05 Job Description:

There shall be a job description supplied to each employee in each classification outlining their job duties. Any change in such job duties shall be negotiated between the parties prior to implementation.

ARTICLE XVI.
VALIDITY

16.01

In the event any clause or portion of this Agreement shall be invalidated, the rest of the Agreement shall remain in full force and effect and negotiations shall be immediately instituted to adjust such invalidated clause or portion of the Agreement.

ARTICLE XVII.
DISCHARGE AND DISCIPLINE

17.01 Right of Agency:

The Board shall have the right to discipline or discharge any employee for just cause. The Board shall also have the right to discharge or terminate employees during the probationary period as established in Section 4.05.

17.02 Discharge – Time Limit for Filing Grievance:

In the event that a discharged employee feels he/she has been unjustly discharged, said employee may file a complaint with the Director provided he/she does so within ten (10)

working days after notice of discharge has been given as provided in Section 2.0. Said complaint shall be treated initially at Step 2 of the Grievance procedure.

17.03 Notice:

Notice of discharge shall be given by personal delivery of a written termination report, if the employee is available at the Agency office. If, however, the employee is not at once available at the Agency office, then such report shall be mailed by certified mail to the employee's last known post office address.

17.04 Failure To File Timely Complaint:

If no complaint is filed within the time specified the discharge shall be deemed to be absolute.

17.05 Discharge - Not For Just Cause:

If after proper hearing the employee is found to be innocent of charges filed, said employee may choose to return to his or her former position or a similar position within the Agency at the same rate of pay, with no loss of pay or fringe benefits. This may be modified by an arbitration award, but in any event, the employee shall not receive more than his or her regular wages and benefits. The Board shall act as the Arbitration Board.

17.06 Work Rules - Discipline

Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only for just cause.

ARTICLE XVIII.

DELEGATION OF AUTHORITY

18.01 In General:

The Director shall have full responsibility for the direction and conduct of all work performed by all Agency employees. Subject to Director's review and approval, however, the Director may delegate such authority as Director may deem necessary to other employees.

ARTICLE XIX.
EFFECTIVE DATE

19.01

This Agreement shall become effective upon its enactment by resolution of the Board and shall be automatically renewed for periods of (1) year thereafter; unless either party shall serve upon the other written notice of a desire to negotiate modifications or to terminate this Agreement. Such notice shall be served six months prior to the date of termination.

DATED this _____ day of _____, _____, in the Geneva Lake Environmental Office, Fontana, Wisconsin.

BY:

Agency Board Chair
print name ►

Representative of the Village of Williams Bay
print name ►

Representative of the Village of Fontana
print name ►

Representative of the City of Lake Geneva
print name ►

Representative of the Town of Walworth
print name ►

Representative of the Town of Linn
print name ►

GENEVA LAKE ENVIRONMENTAL AGENCY
EMPLOYER - EMPLOYEE EMPLOYMENT AGREEMENT

AMENDMENT

This Amendment to the Employer-Employee Agreement dated February 8, 1984, is made and entered into by and between the Board of Directors hereinafter referred to as the "Board", of the Geneva Lake Environmental Agency, hereinafter referred to as the "Agency", and its employees.

ARTICLE XX.

SIMPLIFIED EMPLOYEE PENSIONS

The Agency hereby agrees to enter into a Simplified Employee Pension Plan (SEP) for the benefit of the employees of the Agency.

The Agency agrees to make contributions to the SEP for each employee at a percentage to be determined annually of the employee's gross wages. These contributions shall be made on a monthly basis.

All employees will be eligible to be included in the SEP Plan after one year of employment with the Agency.

The Agency will be responsible for providing each employee with a yearly statement of the contributions made to the employee's SEP-IRA on or before April 15th of the year for which the contributions were made.

This SEP Plan is adopted in accordance with Section 408(k) of the Internal Revenue Code.

DATED this _____ day of _____, _____.

BY:

Agency Board Chair
print name ►

Representative of the Village of Williams Bay
print name ►

Representative of the Village of Fontana
print name ►

Representative of the City of Lake Geneva
print name ►

Representative of the Town of Walworth
print name ►

Representative of the Town of Linn
print name ►