

AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
DANE COUNTY, WISCONSIN
MUNICIPAL EMPLOYEES
LOCAL 60, AFSCME, AFL-CIO

FOR THE PERIOD
MARCH 16, 2014, TO MARCH 15, 2015

TABLE OF CONTENTS

ARTICLE I	CONSIDERATION OF AGREEMENT	2
ARTICLE II	NEGOTIATIONS	2
ARTICLE III	RECOGNITION AND UNIT OF REPRESENTATION	2
ARTICLE IV	UNION ACTIVITY.....	3
ARTICLE V	MANAGEMENT RIGHTS	5
ARTICLE VI	GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE VII	NO STRIKE NO LOCKOUT.....	10
ARTICLE VIII	EMPLOYEES, DEFINED, RIGHTS, PROBATION.....	10
ARTICLE IX	PROMOTION - TRIAL PERIOD - JOB POSTING.....	12
ARTICLE X	SENIORITY.....	15
ARTICLE XI	LAYOFF - RECALL	15
ARTICLE XII	PAY POLICY.....	17
ARTICLE XIII	HOURS OF WORK	19
ARTICLE XIV	AUTHORIZED LEAVE.....	21
ARTICLE XV	INSURANCE RETIREMENT	30
ARTICLE XVI	MISCELLANEOUS.....	33
ARTICLE XVII	AUTHORITY	38
ARTICLE XXXIV	DURATION OF AGREEMENT	40
APPENDIX A	BI-WEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 20	41
APPENDIX B	BIWEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 16	44
APPENDIX C	SEASONAL AND HOURLY EMPLOYEES PAY RATES	48
APPENDIX D	PROTECTIVE CLOTHING	52
APPENDIX E	EMPLOYEES COVERED BY ARTICLE 13 (E).....	53
APPENDIX F	CROSSING GUARDS	54
APPENDIX G	EMPLOYEE CONTRACT GRIEVANCE REPORT	58

2014-2015 AGREEMENT

CITY OF MADISON AND

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

THIS AGREEMENT, made and entered into at Madison, Wisconsin, pursuant to the provisions of Section 111.70 Wisconsin Statutes, by and between the City of Madison, a municipal corporation, as municipal Employer, hereinafter referred to as "CITY" or as "EMPLOYER", and Dane County, Wisconsin Municipal Employees, Local 60, AFSCME, AFL-CIO, hereinafter referred to as "UNION" or "EMPLOYEES";

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment; and

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto; and

WHEREAS, it is intended by the parties hereto that the Employer-employee relationship which exists now and has heretofore existed by and between the City and members of the Union who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents; and,

WHEREAS, the Union and the City understand that building trust in the workplace is a joint responsibility of the parties, the Union and the City also recognize their common obligation to work together to solve our mutual problems, understanding that cooperation between management, the Union, City officials and citizens results in the best services provided to the citizens of Madison. The City and the Union further recognize that without the express cooperation and commitment of front-line employees, the quality of service suffers and that confrontation does not drive solutions that are in the best long-term interests of citizens, the City and City employees; and,

WHEREAS, in the interests of the public, the Union and the City, the parties agree to work together in joint labor-management committees to improve the delivery of services to the citizens, solve problems which may arise in the workplace and confer on other issues of concern to either party. The parties agree that open and regular communication between labor, management, City officials and citizens is an essential element in maintaining an atmosphere of trust in the City and continuing to provide the high quality of service for which the City is known. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues which may be established.

ARTICLE I CONSIDERATION OF AGREEMENT

- A. Consideration: The consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Non-Discrimination: The parties agree that their respective policies will not violate the rights or discriminate against any employees covered by this Agreement because of sex, creed, color, age, national origin, sexual orientation, disability, Union or non-Union affiliation in the application or interpretation of the provisions of this Agreement.
- C. No Verbal Statement: The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede Ordinances and Resolutions wherein there is a conflict with the terms of this Agreement. This Agreement shall be adopted by City Resolution and City Ordinance.
- E. Residency: Employees covered by this Labor Agreement shall not be restricted in their right to choose their place of residency.

ARTICLE II NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE III RECOGNITION AND UNIT OF REPRESENTATION

- A. Recognition: The City recognizes the Union as the exclusive bargaining agent for all employees occupying the position classifications listed on Appendix A, Appendix C and Appendix F attached hereto, exclusive of managerial, supervisory and confidential employees, for the purpose of engaging in conferences and negotiations with the City with respect to wages, hours and conditions of employment.
- B. Unit of Representation: Any increase or decrease in the number of positions in the titles listed in the Departments or Divisions included in Appendix A shall not affect the Union's right to represent all employees holding such titles in the various Departments or Divisions as listed. In the event the City should create within an agency listed in Appendix A job title listed in any other agency in Appendix A, that position shall be represented by the Union unless the City shall assert that the position is excluded by virtue of state law.

The Employer agrees to provide the Union with written notice prior to submission of any proposed new job title within the Departments or Divisions listed in Appendix A, exclusive of managerial, supervisory and/or confidential positions. This notice shall be

provided no later than seven (7) calendar days prior to the Personnel Board meeting. If the parties are unable to reach agreement within this seven (7) day period, the City shall have the right to create the new job title and assign a wage rate. The new job title shall be established as a represented title if such was the City's proposal.

Thereafter, if the parties are unable to agree, the Union shall have the option of submitting the matter to grievance arbitration pursuant to the provision of Section 6.02 and provided that such arbitration be requested no later than thirty (30) days of the final action of the Common Council to create the new job title. The arbitrator shall be limited to selecting the proposed salary range of one of the parties and shall issue an award placing the new position in that salary range without modification. A dispute concerning representation may not be submitted to grievance arbitration.

ARTICLE IV UNION ACTIVITY

A. Union Conferences and Conventions: Unit employees selected by the Union shall be granted leave without pay to participate in Union called state or national conferences, conventions or educational classes provided that:

1. The Union shall give the Employer seven (7) days written advance notice naming each employee;
2. The number of named employees shall not exceed one (1) for each fifty (50) employees in the Unit;
3. Such leave without pay shall not exceed twenty (20) working days per contract year;
4. The absence of a named employee will not be unreasonably detrimental to the operation of municipal government.

Employees selected and named by the Union under this provision may, at their individual option, choose to use vacation or other compensatory time due them for this purpose. This provision shall not be considered a bar to granting longer leaves of absence without pay.

B. Union Negotiating Committee: The Union shall advise the City of the names of its negotiators. The Union shall be allowed a total of seven (7) employees to engage in negotiations during the employees' regular working hours and such employees shall be allowed time off at their regular rate of pay.

C. Limitations Upon Union Activity:

1. Union meetings shall not be held on City time.
2. Union officers shall conduct Union business off the job as much as is reasonably possible. This provision shall not, however, preclude Union officers or stewards from engaging in the following activities during regular working hours without loss of regular wages and provided they have given prior notice to their respective supervisors and their absence will not unduly disrupt operations:

- a. Posting Union notices;
- b. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating grievances;
- c. Meeting with staff representatives of the Wisconsin Council of County and Municipal Employees or AFSCME for reasonable periods of time for the purpose of discussing grievances or contract administration.

Except as otherwise set forth in this Agreement, all time spent on Union business during regular working hours is prohibited unless prior authorization for such Union business is obtained from the employee's supervisor.

D. Bulletin Boards: The City shall provide bulletin boards and allow the Union use thereof in convenient places in each work area. All notices shall be posted by an authorized designated Union representative and shall relate only to the matters listed hereafter:

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.
4. Union elections.
5. Results of Union elections.
6. Reports of standing committees of the Union.
7. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated.
8. Judicial and quasi judicial decisions affecting any members of the bargaining unit, such as results of fact finding, grievances, etc.
9. Any other material authorized by the City or appropriate department or division head and an officer of the Union.

E. The City shall provide all Stewards designated by the Union with an e-mail address.

F. Dues Deduction - Fair Share:

1. The City agrees to deduct biweekly or monthly, as certified by the Union, membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Officers of the Union and the aggregate deduction shall be remitted to the Treasurer of the Union. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
2. The City agrees to deduct, biweekly or monthly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate

share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the regular dues uniformly required of all members of the unit as certified by the Officers of the Union.

In the event that an employee shall not have sufficient earnings due him/her 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 and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.

The provision of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission.

P.E.O.P.L.E. Deductions: Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay to such employees, those P.E.O.P.L.E. contributions authorized by the employee.

The parties agree that such deduction shall be used for federal elective offices only. If voluntary P.E.O.P.L.E. contributions referred to herein are used in conjunction with Wisconsin state or local elective offices, the Employer may discontinue P.E.O.P.L.E. deductions with thirty (30) calendar days written notice to AFSCME, AFL-CIO and Local 60.

The Employer shall provide to AFSCME, AFL-CIO and Local 60 a list of employees who have authorized P.E.O.P.L.E. deductions with each remittance.

Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with the provisions of this section.

ARTICLE V MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any permanent employee within seven (7)

- calendar days of said action. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
- B. To determine the size and composition of the workforce, to eliminate or discontinue any job or classification and to layoff employees.
 - C. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including: The transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, or military leave replacement employees.
 - D. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest and consistent with the requirements of this agreement.
 - E. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
 - F. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. Supervisory personnel outside of the bargaining unit shall be precluded from performing bargaining unit work, except in emergency situations, or, in those instances, where the job description requires the supervisor to perform such work as a minor portion of his/her work time.
 - G. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights.
 - H. Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
 - I. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
 - J. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article VI of this Agreement.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance Procedure:

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. General Grievances - Employer grievances or Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step Two of this procedure.
3. Union officers or stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Union officers or stewards shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
4. All grievances must be submitted in writing on the Employee Contract Grievance Report form within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days of the time the employee knew, or should have known with the exercise of reasonable diligence, of such event, but in no event more than ninety (90) calendar days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. Time limits set forth in the grievance procedure, with the exception of the initial time limit on the filing of grievances, shall be exclusive of Saturdays, Sundays, and Holidays, and the time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement of the parties. All grievances shall be subject to the following procedure.
5. The parties shall meet monthly to discuss grievances and matters of concern to either party. The parties shall attempt to notify each other of such matters at least one (1) week prior to the meeting.

Step One: If an employee has a grievance, said grievance shall be reduced to writing and presented to the employee's immediate supervisor on a form attached hereto and made a part thereof as Appendix H and a copy sent to Labor Relations. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and a Union representative(s) to discuss the grievance. Within five (5) days following the date of said meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and to the Labor Relations Manager.

Step Two: The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing (Appendix H) and presented to the department/division head and a copy sent to Labor Relations. The department/division head, or his/her

designated representative, shall, within ten (10) days of receipt of the grievance, confer with the grievant(s) and a Union representative(s) before making his/her determination. Within five (5) days following the date of said meeting, the department/division head shall furnish the grievant with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and the Labor Relations Manager.

Step Three: If a Union grievance is not settled at Step Two or any grievance filed by the City cannot be satisfactorily resolved by conferences with appropriate representatives of the Union, the Employer and/or Union may proceed to the next step as hereinafter provided.

B. Final and Binding Arbitration:

1. Arbitration may be resorted to only when issues arise between the parties hereto with reference to interpretation, application or enforcement of the provisions of this Agreement.
2. Any dispute which shall be determined by the arbitrator to be non-grievable, shall be appealable under the provisions of Chapter Three of the Madison General Ordinances.
3. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator at the earliest date after completion of the hearing.
4. No item or issue may be the subject of arbitration, unless such arbitration is formally requested within thirty (30) days following the filing of a Written Response required by Step Two or the due date therefore. This provision is one of limitation, and no award of any arbitrator may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One as herein provided or the date of occurrence, whichever is later.
5. Final and binding arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the Agreement provision, the grievance or grievances, the department and the employees involved. Unless the parties can, within five (5) working days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties.
6. The parties shall within five (5) working days upon receipt of said list meet for the purpose of selecting the arbitrator by alternatively striking names from said list until one (1) name remains. Such person shall then become arbitrator.
7. Either party may within five (5) working days of receipt of said list, notify the other party and the Wisconsin Employment Relations Commission of their intent to

reject the entire list submitted by the Wisconsin Employment Relations Commission. The Wisconsin Employment Relations Commission shall submit a new list which shall not duplicate the original list upon receipt of such notice. The option to reject the list may only be exercised by each party once per grievance.

8. Unless the parties select an arbitrator and schedule the arbitration hearing within six (6) months of the date the last panel was submitted to the parties by the Wisconsin Employment Relations Commission, the grievance shall be considered moot. This provision shall not be construed to mean that the arbitration hearing date must actually fall within said six (6) month period. If either party raises a question concerning substantive arbitrability, this provision shall remain inoperative until such time as the question of arbitrability is resolved.
9. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salary schedules attached hereto except as provided in Section 3.02.
10. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
11. The fees and expenses for the arbitrator's services shall be borne equally by both parties. The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a grievance arbitration hearing, not more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony. Expenses relating to the obtaining of depositions shall be borne by the party at whose request such depositions are required.
12. The arbitrator so selected shall hold a hearing at Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date following the notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this agreement. Once it is determined that the dispute is procedurally arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration in accordance with the applicable sections of Chapter 788 of the Wisconsin Statutes, where not in conflict with the Agreement.

13. Expedited Arbitration: The parties desire that the arbitration process results in the timely resolution of their disputes. Whenever appropriate, and upon their mutual agreement on a case by case basis, the parties shall utilize an expedited arbitration procedure. Said procedure shall generally follow the guidelines recommended by the American Arbitration Association, consistent with the provisions of this Article.

ARTICLE VII NO STRIKE NO LOCKOUT

- A. No Strike: The Union recognizes the validity of Section 111.70(4)(L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work.
- B. No Lockout: The City will not lock out employees.

ARTICLE VIII EMPLOYEES, DEFINED, RIGHTS, PROBATION

- A. Definition of Employees:
 1. Regular full-time and regular part-time employees are those who are employed in budgeted positions on a probationary or permanent basis or who acquire such status through the application of the provisions of this Agreement.
 2. Seasonal employees are those who are employed and/or re-employed on a temporary basis for seasonal work of a temporary nature. Hourly employees are those who are employed on a temporary basis or to fill other positions where the permanent employee holding such position is expected to be absent temporarily. A seasonal or hourly employee is employed in either a part-time or full-time position used to perform work of a short-term, peak workload, cyclical/seasonal or other non-permanent nature which would require less than half-time employment in a calendar year. (Such employee may work less than half-time on a continuous basis.) Any extensions or exceptions to these provisions must be agreed upon by the parties. The Employer agrees that seasonal/hourly employees will be kept to the lowest number consistent with the Employer's needs and that seasonal/hourly employees will not be used to avoid filling regular full-time or regular part-time positions. Seasonal and hourly employees and positions shall not be serialized. (The City will not rotate seasonal and hourly employees in and out of a job to provide a continuously filled position.) Seasonal and hourly employees who have been employed by the City more than eleven hundred (1100) hours or more in a calendar year shall be considered to be a non-probationary permanent employee – full-time or part-time – as the case may be. Said employees upon attaining permanent status shall be placed in a

comparable vacant position in the department in which they are employed, based upon a comparable position in Compensation Groups 16 or 20, without regard to Article 9. If no comparable position, or an insufficient number of positions in the department in which they are employed are vacant at that time, the employee(s) shall be placed in a pool of employees and paid at a rate comparable to the appropriate permanent position within Compensation Group 16 or 20. Employees in the pool will move to comparable permanent positions in their department as they become available and may compete for other vacant positions in accordance with Article 9. Employees made permanent by operation of this provision shall be entitled to all rights and benefits in accordance with the collective bargaining agreement. Benefit adjustments shall be made in accordance with Appendix C.

- B. Rights of Employees: Regular full-time and regular part-time employees shall have all of the rights and benefits as provided in this Agreement; regular part-time, benefits on a pro-rata basis; seasonal/hourly benefits and rights as provided for in Appendix C; crossing guard benefits and rights as provided for in Appendix F. Each July 1, the Employer agrees to review the normal hours worked per week by regular part-time employees and to prospectively adjust, if necessary, the pro-rata basis of benefits. However, if an employee is appointed to a regular part-time position between July 1 and December 1, the initial adjustment determination shall be made on the January 1 immediately following said appointment and on each July 1 thereafter.
- C. Probationary Period, Regular Full-Time, Regular Part-Time: All newly hired employees shall be on probation for the first six (6) months of employment or an extension thereof and shall during that period have all the rights provided in this Agreement except the right to appeal a suspension or discharge. The Employer shall evaluate the employee at the conclusion of the first three (3) months of employment. The Employer shall thereupon discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form. A second evaluation shall be made two (2) weeks prior to the completion of the probationary period in the manner provided above and shall be the basis for determining the employee's future status. Any employee who is retained in a position covered by this Agreement beyond six (6) months shall be considered to have successfully completed his/her probationary period, provided however, the initial probationary period shall be extended automatically for any authorized absences exceeding six (6) days of sick leave or Workers Compensation and/or three (3) days of personal holiday. Such extension shall be on a day-for-a-day basis. For the purposes of such extension, a day shall be defined as four (4) hours or more of authorized absence. Furthermore, the Employer may extend an employee's probationary period for a period of time not to exceed three (3) months, at which time he/she shall be certified as "permanent" or "terminated."
- D. Limited Term Employees are regular full-time or regular part-time employees who are hired for a specific project or program which is not expected to be of a permanent nature. LTEs shall have all rights and benefits of permanent employees under this agreement, except layoff and recall, in accordance with ETF rules and regulations. In the event a Limited Term Employee is employed beyond four years, she/he will be considered a permanent, non-probationary employee.

Notwithstanding the above, LTEs shall be laid off prior to the layoff of any other bargaining unit employee performing similar duties, and further LTEs are not eligible for

bumping and are not subject to recall. The termination of the LTE at the conclusion of the project or program shall be considered a layoff for non-contractual purposes.

The Employer agrees that LTEs will be kept to the lowest number consistent with the Employer's needs and that LTEs will not be used to avoid filling regular full-time or regular part-time positions. LTEs and positions shall not be serialized (the City will not rotate LTEs in and out of a job to provide a continuously filled position).

ARTICLE IX PROMOTION - TRIAL PERIOD - JOB POSTING

- A. Promotion: A promotion shall be defined as the advancement of an employee from a permanent position to a higher vacant permanent position within the bargaining unit with a higher salary range.
- B. Lateral Transfer: A lateral transfer shall be defined as the movement of an employee from a permanent position to another permanent position in a different department or division within the bargaining unit and within the same salary range.
- C. Competitive Demotion: A competitive demotion shall be defined as the movement of an employee from a permanent position to another permanent position, pursuant to the posting process, to a lower salary range. In cases of competitive demotion, the employee's new salary shall be at the step closest to his or her previous salary but not to exceed the maximum of the range.
- D. Trial Period: In cases of promotion or lateral transfer, or competitive demotion, the employee shall serve a trial period of six (6) months following the date of promotion or lateral transfer or competitive demotion during which time the employee shall be entitled to return to his/her former position if either the employee or Employer so decides. An employee on a trial period shall be entitled to a total of thirty (30) days absence, including all paid and unpaid authorized leaves, before such trial period shall be thereafter extended automatically on a day-for-a-day basis. After thirty (30) days, for the purpose of such extension, a day shall be defined as four (4) or more hours of authorized absence.

Upon successful completion of the trial period, the employee shall be "permanent" in the new position. This provision shall also apply to employees competitively demoted, promoted or transferred to positions outside of the bargaining unit.

- E. Job Posting and Filling:
 - 1. a. The Employer shall post notices of all permanent position vacancies. The Employer may decide not to fill a vacancy or pending vacancy and shall notify the Union of such intentions. Vacancy notices shall be posted on all bulletin boards used by unit employees and such other places as the Employer decides. Such notices shall be posted for at least five (5) working days which days shall be in two (2) separate weeks before the final date of acceptance of applications. Notices shall be as informative as are reasonably possible. When minimum qualifications are required of applicants, such information shall be provided on the job position notice. Minimum job qualifications must be reasonably related to the job.

- b. In the event that an employee holding a permanent position shall have secured a leave of absence of at least three (3) months or in the event that it is anticipated that an employee may be absent because of illness or injury for sixty (60) days, such vacancy thus created either directly or indirectly shall be posted as a temporary vacancy consistent with Paragraph 1. above. The Employer shall have the option to fill or not fill such vacancies.
 - c. Such temporary vacancies shall be filled in the same manner as "permanent" position vacancies and employees filling such position vacancies shall in all ways be treated as other full-time employees except that such employees shall have the title of "acting" added to their job title. Should the employee holding permanent status in that position return to work in that position, the "acting" employee, if said employee held a position with the City immediately prior to the temporary appointment, shall return to that position and pay and other benefits to that employee and shall be as though no temporary appointment had taken place. In the event that it is determined that the "permanent" employee will not return, the "acting" employee will become the permanent employee.
 - d. Seasonal employees retain posting rights on bargaining unit positions for a period extending to six (6) months after their last day of work.
2. Employees applying for a promotion or lateral transfer vacancy shall direct written application to the Employer's personnel office. Date of receipt of the application or date of stamp cancellation when mailed shall be considered the date of receipt in the event of any question concerning deadlines.
3.
 - a. All applicants who meet the minimum training and experience requirements for the vacancy shall be admitted to the examination process. The Employer shall consider for appointment the applicants with the four (4) highest composite scores. In all cases the applicant who scores the highest on the examination shall be among those considered for appointment. However, the Employer may elect to utilize expanded certification whereby the names of two (2) additional candidates may be considered who are members of a protected group who are on the eligible list in order to accomplish affirmative action goals. The Employer agrees to notify the Union in writing by a copy of the job announcement at the time it is posted of its intention to use expanded certification to fill a vacancy. 'Protected group' shall be defined as follows:
 - 1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - 2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - 3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - 4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);

- 5) Female; and
 - 6) Handicapped.
- b. The Employer shall establish eligibility lists of qualified ranking candidates selected in accordance with Article IX for a period not to exceed six (6) months unless there are less than four (4) qualified candidates in which case there will be no eligibility list. Once an eligibility list for a given job classification has been established as a result of a vacancy in any particular department or division, a subsequent vacancy in the same job classification in a different department or division shall result in the establishment of a new eligibility list.
- c. Candidate evaluation as provided below shall be conducted in a manner designed to evaluate the applicant's qualifications relative to the vacant position.
- 1) Testing, written, oral and/or performance. Maximum points - 100.
 - 2) Seniority Points: 1 point per year of service for the first ten (10) years; 2 points per year thereafter to a maximum of twenty (20) points. (Note: Partial points (months of employment) are given for full months of service. Seasonal employees shall have points pro-rated based on payroll hours worked. All seniority points are rounded to the next higher tenth.)
 - 3) Veterans' Points to be added as provided by law.
 - 4) Upon complaint from an employee applicant concerning this section (C.3.), the Union shall be entitled to examine all materials and tapes related to this section (a. through c. above). The intent of this provision is to ensure a fair and equitable selection procedure.
4. The Employer shall have the option of restricting the areas of examination and may choose one of the following plans:
- a. Open and Competitive. Open to City and non-City employees.
 - b. City-Wide. Open to all City employees but not to non-City employees.
 - c. Unit-Wide. Open only to employees within the bargaining unit.

In any event, the test procedure outlined above shall be used.

- F. Contract Language Changes: Both parties agree to meet periodically during the term of this contract for the purpose of examining Article IX. The purpose of these meetings would be to explore problem areas and to insure that the provisions of Article IX comply in all respects with federal, State and Municipal fair employment standards. If, by virtue of this examination, both parties agreed that certain modifications to Article IX were in order, such modifications would be implemented as soon as reasonably possible.
- G. Transfer or Demotion of Disabled Employees: Any City employee who is disabled and unable to satisfactorily perform his/her assigned duties and responsibilities shall be transferred or demoted by the Employer to a position vacancy authorized to be filled within the bargaining unit, provided the employee has the ability to perform the work. Said employee shall be placed in the new salary range at the salary step which most closely corresponds to, but does not exceed, his/her previous base salary rate.

- H. Entry Level Positions: For the entry level positions of Clerk 1, Clerk Typist 1, Data Entry Operator (in Appendix B-C) and Laborer, Public Works Maintenance Worker 1, Parking Cashier, Parking Enforcement Officer, Stock Clerk, Laboratory Aide, Automotive Service Worker, Water Meter Reader, Parking Service Worker and Custodial Worker 2 (Appendix B-G) the Employer shall fill such position vacancies through the normal civil service selection process. This provision shall not apply if all applicants are current City employees.

ARTICLE X SENIORITY

- A. Definition: Seniority is an employee's total continuous time of service with the Employer. Leaves of absence without pay, disability leaves of absence without pay or periods of layoff in excess of the first cumulative thirty (30) working days in a calendar year shall not qualify as service time. Military leave shall be counted as service time as provided by law. Regular part-time service shall be counted on a pro-rata basis.
- B. Probation: An employee shall be considered to be on probation and shall not be entitled to any seniority rights until the employee has satisfactorily completed six (6) months service after the date of his/her most recent hire whereupon the employee's seniority shall be determined as provided in 10.01 above.
- C. Seniority and Continuous Service shall be Considered Broken and All Rights Lost When an Employee:
1. Resigns.
 2. Is discharged for any justifiable cause.
 3. Is absent from duty without authorization in excess of three (3) days.
 4. Is laid off for a period in excess of eighteen (18) consecutive calendar months.
 5. Fails to respond to recall from layoff within seven (7) days of proper notice subject, however, to provisions of Article XIV, 14.08.
- D. Seniority Roster: The Employer shall create and provide the Union with a copy of a seniority roster. The roster shall list all employees in the bargaining unit in the order of their seniority and shall show the date from which seniority commences and the employee's job title.
- E. Table of Organization: The Employer shall create and provide the Union with a copy of a table of organization that shall show the number of positions in each classification in each pay range in each department and division in the bargaining unit.

ARTICLE XI LAYOFF - RECALL

- A. Layoff:

1. When a decrease of positions occurs for any reason in any job classification in any pay range number, the employee(s) with the least seniority in the affected job classification in the department or division being reduced shall be displaced first. Such displaced employee(s) may on the basis of seniority, and provided the displaced employee has the ability to do the work, displace the most junior employee in any job classification equal to, or lower in pay grade within the bargaining unit. Employees who are subject to the provisions of 11.01 or 14.08 of the Collective Bargaining Agreement, but for whom displacement would result in a reduction in work hours for the displacing employee, said employee shall be permitted to displace the most junior employee in any job classification equal to or lower in pay grade which would minimize (or eliminate) the reduction in hours.
2. An employee displaced pursuant to Paragraph A., above may, provided he/she has the ability to do the work, displace into a vacant position which is authorized to be filled. Such an action shall be in lieu of the posting and filling process in Article IX and shall be otherwise subject to all other provisions of this article. In the event that a job offer shall have been made and accepted for a posted position, the displacement action shall be subject to Paragraph A., above.
3. However, no permanent employee(s) shall be laid off because of lack of work or funds if such employee(s) has the ability to perform the work of any limited term, temporary, provisional or probationary employee employed in any position classification equal to, or lower in pay grade within the bargaining unit.
4. Permanent employees whose positions are being eliminated shall be given written notice of the action not less than fifteen (15) calendar days prior to the effective date; provided, however, no notice shall be required in case of a senior employee displacing a junior employee and further provided that written notice shall not be required under situations caused by conditions beyond the control of the Employer.
5. The Union shall be provided with copies of all layoff notices sent by the Employer, or if no written notice, by telephone. Representatives of the parties and the employees receiving such notices shall meet at the earliest possible date for the purpose of effecting such layoff(s) as are necessary. The employees receiving such notices shall have not more than forty eight (48) hours after the meeting between the parties to exercise their options.
6. Employees who are displaced and become unemployed as a direct cause of the transfer of a Department/Division operation to another government or the subcontracting of said operation to a private entity shall be eligible to receive up to the equivalent value of their accumulated unused sick leave credits computed at their prevailing rate (including longevity pay) in effect at the time of the employee's layoff not to exceed the value of six (6) months of the Employer's normal contribution toward health insurance. These funds will be placed in an escrow account administered by the City and will be used to continue the City's normal contribution toward health insurance premiums for a period not to exceed six (6) months following the date of layoff or until such time as he/she becomes employed or until such funds are exhausted whichever occurs first. If the eligible employee is recalled or rehired by the City of Madison within eighteen (18)

months of the layoff the accumulated unused sick leave credits not converted to the escrow account for health insurance contributions pursuant to this article shall be restored to the employee.

B. Recall:

1. When an increase in force is necessary, permanent employees previously laid off will be recalled in order of their general seniority. Such employees shall be notified by certified mail addressed to the last address appearing on the Employer's records. Employees so recalled shall report for work within seven (7) calendar days from the date of mail certification.
2. Failure to report for work or the refusal of an offer of re-employment in any job in the same pay and classification to the last job held by the employee prior to the layoff shall terminate any obligation assumed by the City.

ARTICLE XII
PAY POLICY

A. Compensation: Employees shall be compensated in accordance with the applicable Salary Schedules, attached hereto and made a part hereof. (Appendix B, and Appendix C, Appendix D and Appendix G)

B. Out-Of-Class Pay: Any employee who, by assignment, performs the work of a classification that falls into a pay range higher than the pay range of such employee's classification, shall receive as additional compensation thirty cents (\$.30) per hour per range while so assigned.

C. Overtime: Overtime shall be defined as assigned work performed in excess of the normal work schedule as set forth in Article XIII. Authorized leave shall be deemed work time for purposes of this Article.

1. Employees shall be required to perform overtime work upon assignment. The Employer will offer overtime assignments equally insofar as possible among employees who normally perform the work within their classification within a specific work unit. A record of overtime opportunities offered each employee shall be maintained on an annual basis by the Employer. This record shall be available for review by employees of the Union.
2. Employees who work overtime may, at their option, receive either pay or compensatory time off for such work. Pay shall be received at the rate of one and one-half (1-1/2) the employees regular rate of pay. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.
3. Such accrued compensatory leave time shall be taken at a mutually agreeable time. On the last full pay period of the calendar year, all accrued compensatory time, except for compensatory time scheduled off in the remainder of the calendar year, in excess of eighty (80) hours shall be paid; however, the Employer may elect to carry over such accrued compensatory time for selected classifications of employees. Employees so affected shall be paid for all accrued

compensatory time hours in excess of eighty (80) by the pay period ending nearest May 1st of the following year.

4. All continuous hours worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular hourly rate. In computing the twelve (12) hours, normal lunch periods shall not be considered as a break in determining continuous hours worked.
 5. Employees who are called in for overtime work shall be granted a minimum of two (2) hours time. However, should employees be called to work between the hours of midnight and 6:00 a.m., the minimum shall be three (3) hours time. This provision shall not apply when an employee is directed to work beyond his/her assigned schedule nor shall it apply when an employee is directed during the previous day to report early the following day.
 6. Parking Enforcement Officer Court Cancellation: In the event a Parking Enforcement Office is notified of the cancellation of a court appearance on a scheduled day off with less than twenty four (24) notice, the Officer will receive two (2) hours compensation at the overtime rate.
- D. Shift Differential: Permanent employees performing authorized work between the hours of six (6:00) p.m. and six (6:00) a.m. and for all hours worked on a contract designated holiday, shall be paid a premium of seventy-five cents (\$.75) effective March 10, 2011. Permanent employees performing authorized work on Sunday shall be paid a premium of one dollar (\$1.00) effective March 10, 2011. Only those employees who had been receiving the \$1.20 minimum as of December 21, 1969 employed in certain positions, shall continue to receive the \$1.20 minimum when assigned to duty during the above specified period.
- E. Longevity Plan: All permanent full-time and permanent part-time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:
1. Schedule:
 - a. Three (3%) per cent of the base pay at the beginning of the fifth (5) year of continuous employment.
 - b. An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 - c. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.
 - e. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
 - f. An additional 1% (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
 - g. An additional 1% (total of 12%) of base pay beginning with the twenty-fifth (25) year of continuous employment.

2. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
 3. Any time spent on authorized leave of absence without pay, disability leaves of absence without pay and any time spent on layoff status, shall not act to break the continuous employment. However, leaves of absences without pay, disability leaves of absence without pay or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not be considered employment time for the purposes of computing longevity.
 4. All longevity provisions of this article shall be made only in compliance with the existing rules of the Employer.
- F. Standby Pay: An employee assigned by the Employer to be on standby duty for emergency maintenance or repair work during hours outside the employee's general work schedule shall be compensated at the rate of one dollar and twelve cents (\$1.12) per hour. This rate will increase on the date of any wage increase each year thereafter by the percent of wage increase negotiated. An employee who is on standby duty shall be immediately accessible by telephone and/or by portable radio or by pager as determined by the Employer. An employee who cannot be immediately contacted while on standby duty or who does not report to the worksite within a reasonable period of time of having received notice shall not be eligible for standby pay for that day.

Standby duty shall not be counted as hours worked. Employees called in for overtime work from standby duty shall be compensated for such time worked pursuant to applicable contract provisions and for such period of time worked shall not receive standby pay. Employees not assigned to standby duty shall be subject to call back pursuant to applicable contract provisions.

Employees assigned to standby duty shall be provided a City vehicle.

Fire Community Education Specialists 1, 2, 3, shall also receive standby compensation pursuant to this provision, except that they may not be provided with a City vehicle.

ARTICLE XIII HOURS OF WORK

- A. General Work Schedules: There shall be established for all permanent full-time employees, except certain Parks Division employees, general work schedules. A. through G. below shall each be considered a general work schedule. Employees shall not be shifted from one general work schedule to another except by mutual consent of the parties. Such work schedules shall be:
1. Five (5) consecutive eight (8) hour days within the period Sunday through Saturday.
 2. Five (5) consecutive seven and three quarter (7-3/4) hour days within the period Sunday through Saturday.

3. A schedule of days which shall provide for five (5) non consecutive eight (8) hour or seven and three-quarter (7-3/4) hour days within the period Sunday through Saturday.
 4. A schedule which shall provide for an eight (8) hour day and an average of forty (40) hours per week.
 5. A schedule which shall provide for a seven and three-quarter (7-3/4) hour day and an average of thirty eight and three quarters (38-3/4) hours per week.
 6. Four (4) consecutive ten (10) hour days within the period Sunday through Saturday, however, such schedules shall be employed only after the addition of a properly executed Addendum has been added to this Agreement. Employees who may work such a schedule shall suffer no impairment of rights or benefits except as may be expressed in the Addendum.
 7. A schedule that shall provide for an eight (8) hour day and an average of thirty-eight and three-quarters (38-3/4) hours per week.
- B. Variation from Standard Hours of Work: All such schedules as set out in 13.01 which vary from the usual hours of approximately seven (7:00) a.m. through five (5:00) p.m., Monday through Friday shall be posted on the appropriate bulletin boards. The City may notify individual employees by memorandum in lieu of or in addition to posting.
- C. Changes of Schedule: The City agrees that an employee's assigned hours, days of the week, days off, shift rotation within each general work schedule as set out in 13.01, shall not be changed without providing five (5) work days' notice. Such notice shall be posted on the appropriate bulletin boards or sent directly to the employee(s) affected. However, the five-day notice may be waived by mutual agreement. This section shall not apply to employees who are hired in a classification as relief workers.
- D. Work Outside of Assigned Schedule: Employees who shall be directed to work outside their assigned schedule as established in this Article shall receive time and one-half (1-1/2) pay for such hours of work and shall not be denied the work of their own assigned schedule for the purpose of avoiding overtime payment.
- E. Schedule for Certain Parks Division Employees: Parks Division employees as listed in Appendix E when assigned to the operational functions of golf, and park maintenance shall be scheduled to work five (5) consecutive eight (8) hour days within the period Monday through Friday. Employees listed on Appendix E will not be transferred out of the section of park maintenance in exchange for other Parks Division employees for the sole purpose of avoiding the application of this provision.
- F. Paid Rest Breaks: All employees shall be entitled to two (2), fifteen (15) minute paid rest breaks per day or one (1), thirty (30) minute paid rest break per day. Thirty (30) minute paid rest breaks may be taken only if authorized by the supervisor.

ARTICLE XIV AUTHORIZED LEAVE

- A. Vacation Leave: Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:
1. Satisfactory employee completion of six (6) months probationary period.
 2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived except:

Unused vacation up to two (2) weeks will be carried over automatically; unused vacation beyond two (2) weeks may be carried over with the permission of the Mayor, Human Resources Director, or their designee.
 3. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absent time. Leaves of absence without pay, disability leaves of absence without pay, or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not qualify as service time.
 4. Vacation leave schedules shall be developed by the Employer annually, which shall provide each employee the opportunity to use such vacation leave as is due him/her during the year. Such schedules need not be uniform throughout the bargaining unit but may be varied depending upon staff requirements. Vacation leave schedules shall be developed in increments of one (1) week periods and shall normally be used in increments of one (1) week periods; however, periods of less than one (1) week increments shall not be denied employees except for legitimate reasons. In the event that a conflict in vacation selection occurs, the Employer will consider the relative general seniority of the affected employees in deciding the assignment of the vacation schedule in question.
 5. Should any employee who has selected his/her vacation leave periods in accordance with the established schedule be denied or persuaded to forego his/her vacation at that time and for whom an acceptable alternative period is not provided shall be entitled to carry his/her unused vacation credits into the following year. Failure to select a vacation leave period in accordance with vacation leave schedules shall not be deemed cause to carry over unused vacation credits into the following year, and such unused vacation credits shall be considered lost.
 6. Vacation leave shall be granted at the rate of:
 - a. Two (2) work weeks after one (1) full year of continued service, or
 - b. Twelve and one-half (12-1/2) work days per year after completion of three (3) years of permanent continued full-time service, or
 - c. Fifteen (15) work days per year after completion of seven (7) years of permanent continued service or,
 - d. Seventeen and one-half (17-1/2) work days per year after completion of eleven (11) years of permanent continuous full-time service, or

- e. Twenty (20) work days per year after completion of fifteen (15) years of permanent, continuous full-time service.
 - f. Twenty five (25) work days per year after completion of nineteen (19) years of permanent, continuous full-time service.
 - g. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of permanent, continuous full-time service.
7. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
 8. Vacation benefits for permanent part-time employees shall be proportionate to their work week.
 9. Eligible employees shall adhere to the existing rules of the Employer in applying for vacation leave.
 10. Full vacation for the year in which employee retires or dies.
- B. Sick Leave: All permanent full-time and permanent part-time employees shall be eligible for sick leave benefits for absences necessitated by illness, bodily injury (when not a Worker's Compensation case), exposure to contagious disease (when confirmed by a physician) and serious illness, or death in the immediate family of the employee.

The term "immediate" family shall be defined as: father, mother, wife, husband, children, father in law, mother in law, son-in-law, daughter-in-law, brother, sister, step-parents, stepbrother, stepsister, grandparents, spouse's grandparents, brother-in-law, sister-in-law, stepchildren or grandchildren. All such leave shall be subject to the following terms and conditions.

All permanent full-time and permanent part-time employees who have designated a family partner shall also be eligible for sick leave pursuant to the provisions contained in this section except as otherwise provided herein. A family partner shall be defined as a person designated, in writing, by the employee as a family partner or that partner's "immediate" family as defined above. The Mayor shall establish rules and procedures for such designation of family partners.

1. Sick leave shall be earned at the rate of one-half (1/2) days per biweekly pay period of service.
2. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in H or I of this Article. The recording of such accumulation and any use thereof shall be in hours.
3. During the original employment probationary period, permanent full-time employees may draw in advance of the six (6) days sick leave credit which may be earned in the probationary period, provided such unearned leave shall be

repaid to the City if the employee's service is terminated prior to the completion of the probationary period.

4. In order to qualify for sick leave, an employee shall:
 - a. Notify his/her supervisor in advance of the absence.
 - b. Keep his/her supervisor informed of conditions and estimated day of return to work.
 - c. Submit a physician's certificate for such absence upon request of the City for any excessive absences which exceed an accumulation of six (6) days in any twelve (12) month period and which are not related to major illness or injury. Any absence(s) supported by a physician's, physician assistant's, registered nurse's or the specified primary or secondary child care provider's statement shall not be counted toward the six (6) days. It is the intention of the parties that this provision shall apply only to those employees who show a demonstrable pattern of sick leave abuse. The Employer agrees to apply this provision uniformly among agencies.
 - d. Apply for sick leave benefits in compliance with the rules of the Employer.
5. Sick leave benefits shall not be payable for absence on the work day prior to and immediately following a holiday, unless the employee has notified his/her supervisor of his/her illness or injury in advance of his/her regular daily starting time.
6. Sick leave benefits for permanent part-time employees shall be proportionate to their work day.
7.
 - a. Employees who on or after January 1, 1996, retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent of their accumulated unused sick leave credits with compensation computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security office or the Wisconsin Retirement Fund Board.

The City will, on behalf of employees, in accordance with Internal Revenue Service regulation, establish an annuity program by which an annuity shall be purchased at the value indicated above, which shall be utilized by the employee as permitted by Internal Revenue Service Regulations. The parties intend that such purchase will not constitute "constructive receipt" on the part of the employee, however, all such actions shall be subject to IRS determination. The employee shall have no option of receiving the cash equivalent of these funds unless the value of accrued sick leave is less than permitted for such annuity purchase.

- b. Employees who on or after January 1, 2000, retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent

(100%) of their accumulated unused sick leave credits with compensation computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security office or the Wisconsin Retirement Fund Board.

Upon the death of the retiree, any funds remaining will be paid to the designated beneficiary or to the estate.

8. Sick Leave Conversion Medical Reimbursement Plan (or the City's Governmental 401(a) Special Pay Plan)

a. Purpose: The City of Madison has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees in the Local 60, General Unit bargaining group to convert accumulated sick leave into a supplemental retirement benefit on a mandatory basis.

b. General: The Plans are intended to allow some flexibility in the conversion of the unused accumulated sick leave. The City of Madison will apply a formula, set forth in Section 4d below, to convert a retiring employee's unused accumulated days of sick leave or extra retirement pay into a dollar value (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the City of Madison's intention that the benefits provided by the plan not be subject to FICA taxes. In addition, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the City of Madison makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

c. Eligibility: The conversion of unused sick leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated sick leave extra on the date of their retirement and have at least \$2,000 in their account will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must be a Local 60 member who has reached age fifty-five (55), or age fifty (50) for protective service employees, during the calendar year of retirement, must retire from employment with the City, and be eligible for retirement benefits from the Wisconsin Retirement System.

d. Calculation of Benefit: An employee who retires with the City of Madison shall receive a Benefit for the number of days of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula:

Total hours of accumulated sick leave x regular hourly rate of pay at time of retirement.

e. Payment of Benefits:

1) Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's Retirement, the City of Madison shall elect the form in which the retiring employee will receive the benefit. The Benefit can only be paid to the retiring employee in one of the forms set forth in Section e(2), below. In making the election, The City of Madison will consider several established factors including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City of Madison will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by the City of Madison.

2) Form of Payment: Retiring employees who are eligible to receive a supplemental benefit will be paid the Benefit in one of the following forms, pursuant to the election made in Section e(1):

i. The City of Madison shall make a contribution to the PRIME Trust, or the Medical Plan Trust (selected at the City of Madison's discretion) for the benefit of the employee to pay for health insurance premiums and unreimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or their qualified dependent beneficiaries.

ii. The City of Madison shall make a contribution to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at the City of Madison's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan.

f. Plan Administrator: The City is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

g. Miscellaneous:

1) All terms expressed herein shall be deemed to include the feminine and neuter genders and all references to the plural shall

- be deemed to include the singular and visa versa, all as proper construction shall dictate.
- 2) This provision does not enlarge or diminish the employment rights of any employee nor does it confer any right upon any employee to be retained in the service of the City.
 - 3) This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where the City is located.
 - 4) This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.
9. Employees earning sick leave in excess of one hundred fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times one hundred per cent (100%) of any unused excess days which payment is to be made on the pay day immediately preceding December 15th. Effective in 2009, employees who have accumulated a sick leave balance in excess of one hundred fifty (150) days will receive a cash sum equivalent to the employee's regular salary times fifty percent (50%) of the accumulation over one hundred fifty (150) days that was earned in the previous twelve (12) months. The remaining unpaid accumulation will remain in the employee's balance. Payment is to be made on the pay day immediately preceding December 15th each year. For subsequent years, the balance from the previous year will remain and fifty percent (50%) of any newly accrued sick leave days will be cashed-out and the remaining fifty percent (50%) will be added to the total accrued sick leave time.

An example of how this works is as follows:

At the end of 2008, an employee with more than one hundred (150) days of accumulated sick leave is brought down to one hundred fifty (150) days. In 2009, the employee acquires thirteen (13) more sick days, but uses five (5) of them, leaving the employee with 158 sick days accumulated. In December of 2009, the employee will receive the pay for four (4) sick days and four (4) days will be added to the employee's 150 sick days, giving the employee a new total of 154 accumulated sick days. In 2010, the employee acquires thirteen (13) more sick days, but again uses five (5) of them, leaving the employee with eight (8) new sick days accumulated by December of 2010. The employee will receive the pay for four (4) sick days and four (4) days will be added to the employee's 154 sick days, giving the employee a new total of 158 accumulated sick days.

10. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
- C. Holidays: The following days are established as paid holidays for permanent full-time and permanent part-time employees: New Year's Day, Martin Luther King, Jr.'s Birthday (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 25th, and three and one-half (3-1/2) Floating Days. For employees who are regularly scheduled to work a normal shift on Sundays, Easter Sunday shall be designated as a holiday. However, such employees shall forfeit one (1) floating holiday in lieu of Easter Sunday.

The three and one-half (3-1/2) floating holidays are to be taken on days selected by the employee and subject to the approval of the department head. All such leave shall be subject to the following terms and conditions.

1. No holiday benefits shall be payable if the employee is absent from work the work day prior to or after the holiday, unless the employee is on paid leave approved by his/her supervisor.
2. Employees performing authorized work on a contract designated holiday shall be compensated at the rate of two times (2x) the employee's regular rate of pay for hours worked. Such compensation may be taken either as pay or compensatory time, at the employees' discretion. In addition, employees performing authorized work on a contract designated holiday shall be granted a mutually agreeable day off as compensatory time, or at the employees' option, a day's pay at the regular straight time rate. Such compensatory time off or regular straight time shall be in an amount equal to the actual hours worked but not to exceed eight (8) hours.
3. In the event that any of the contract designated holidays fall on a Saturday, eligible employees shall be granted a day off at a time which is agreeable to the employee and the supervisor. In the event that any of the above contract designated holidays fall on Sunday, the following Monday shall be designated as the holiday.
4. Regular part-time employees shall receive holiday benefits on a pro rated basis.
5. Employees who are hired into a permanent position on or after November 1 will be permitted carry over unused floating holidays into the calendar year following their date of hire into a permanent position.

D. Death in the Immediate Family:

1. Employees shall be allowed three (3) work days leave with pay in the event of the death of such employee's spouse or designated family partner (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners. (APM 2-14) or the employee's, employee's spouse's or family partner's father, mother, children, foster children, brother, sister, step-parents, stepbrother, stepsister, grandparents, great grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren or grandchildren. Such leave must be used within two weeks of the death, memorial service, and/or funeral service which is the basis for the bereavement leave. Authorization for exceptions to this requirement can be obtained through the Human Resources Director.
2. In the event of the death of a member of the employee's family, other than those set forth in Paragraph A. of this section, employees shall be entitled to one (1) day of leave with said leave to be charged against any paid leave credits due the employee at the discretion of the employee. Additional leave may be granted at the discretion of the Human Resources Director and such leave shall be charged against any paid leave credits due the employee at the discretion of the employee. In absence of paid leave credits, the time off shall be charged as leave without pay.

3. Death of Friends: Employees shall be entitled to leave without pay for one (1) day when the memorial service takes place out of town; one-half (1/2) day for in town memorial services; such time off may be charged against any paid leave credits due the employee at the discretion of the employee. In absence of any paid leave credits, the time off shall be charged as leave without pay.

E. Military Leave:

1. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States, shall be granted a leave of absence not to exceed fifteen (15) working days in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
2. Employees who are called to duty by reason of civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed fifteen (15) working days.
3. Employees granted leave under paragraphs (A) and (B) of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.

F. Jury Service Leave:

1. Employees who are called for jury service in any court of the State of Wisconsin or of the United States, shall be granted a leave of absence to serve as a juror.
2. Employees granted leave under Paragraph A. of this section shall be eligible for reimbursement of lost salary, subject to the following terms and conditions:

Where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

G. Leave of Absence Without Pay:

1. Department heads may, in appropriate circumstances, grant leave of absence without pay, limited to fifteen (15) working days.
2. Leave of absence without pay in excess of fifteen (15) working days may be granted subject to the written approval of the Mayor.

H. Disability Leave of Absence Without Pay:

1. Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions.
 - a. The employee shall apply for such leave, in writing, to his/her Department/Division Head with a copy to the Human Resources Director.

- b. The employee shall submit a physician's report including a statement of the illness or injury and whether or not the employee is able to work.
 - c. The employee shall submit to his/her Department/Division Head with a copy to the Human Resources Director, a physician's statement of release for work before returning to work.
2. In the event the employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.

During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the bargaining unit. Said employee so displaced shall have the rights afforded in Article XI.

3. For a period not to exceed six (6) months the Employer shall continue to pay or share in the premium payment as provided in Article XV.

I. Paid Leave Time:

1. City offices and departments, unless otherwise required, shall be closed on the day after Thanksgiving. For the day after Thanksgiving, a full day shall be granted off. In those cases where persons performing required duty cannot be granted this time off, one (1) day compensatory time off shall be granted at a mutually agreeable time.
2. City offices and departments may, with the permission of the Mayor, be closed the entire day or any part of it on December 24 and December 31. In the event an office or department is open, the department head may release employees from duty on that day at the department head's discretion. In those cases when persons performing required duty cannot be granted all or part of the day off, appropriate compensatory time off shall be granted at a mutually agreeable time. The intention of this provision is to grant each employee their entire respective work day off with pay provided that December 24 and December 31 fall on a week day, Monday through Friday. When December 24 and December 31 fall on either Saturday or Sunday, employees shall be provided with one (1) paid leave day in the future for each day in lieu of the benefits provided herein for December 24 and December 31.
3. Those employees who have a scheduled day off or who are on vacation or sick leave on the above specified days are entitled to receive one-half (1/2) or one (1) day, as appropriate, compensatory time off at a mutually agreeable time.
4. Those employees who work on a shift that requires them to work their full shift on December 24 and/or December 31 shall be entitled to one (1) day compensatory time off even though these days fall on a Saturday or Sunday.
5. All compensatory days granted under this section shall be at straight time.

ARTICLE XV INSURANCE RETIREMENT

A. Health and Hospital Coverage:

1. The City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage 88% of the average Tier 1 premium among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area.
2. The provisions set forth above shall:
 - a. Represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement; and
 - b. Serve as a basis for the negotiation of a successor collective bargaining agreement.
3. Beginning January 1, 2015, the City may also utilize alternative options for health insurance plan design. The City will meet and confer with the Union prior to utilization of alternative options.
4. It is the intent of the parties that no employee shall receive a contribution towards health insurance that is more than the cost of the lowest bidder or their pro-rated contribution of that cost, e.g., a permanent full-time employee electing the lowest bidder will receive that contribution, while a 50% permanent part-time employee electing the lowest bidder shall receive 50% of the cost of the lowest bidder.
5. Registered domestic partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage, provided however, any employee who desires such coverage must enroll in a program that offers that benefit.
6. The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
 - a. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - 1) In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - 2) Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - 3) Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
 - 4) Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a

- domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and
- 5) Eighteen (18) years of age or older; and
 - 6) Competent to contract; and
 - 7) Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
 - 8) Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
 - 9) Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:
 - i. Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan
- OR
- ii. Two (2) of the following:
 - Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
 - Durable property or health care power of attorney
 - Joint ownership of motor vehicle
 - Joint checking account or joint credit account
- b. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resource's Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.
- c. Acknowledgment: Employees applying for this benefit shall certify that:
- 1) Their domestic partner does not have access to any Employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.
 - 2) The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage

- level of City contribution shall be consistent with that established for the employee.
- 3) The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
 - 4) The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
 - 5) This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
 - 6) That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
- d. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 105% of the cost of the lowest family plan health insurance option and 105% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.
7. If an employee not enrolled in the City health insurance plan enrolls in said plan prior to retirement, the City agrees to reimburse the employee for the three (3) months premium gap that occurs because he or she is required to participate in the "Standard Plan" offered by the Wisconsin Public Employer's Group Health Insurance plan for that period before he or she can enroll in other health care provider options. The premium gap means the difference between the City contribution in accordance with this Article and the cost of the "Standard Plan" premium. Reimbursement for the excess premium amount paid shall be made as soon as possible after the employee retires. Each employee is entitled to the premium gap payment one time. For example, if an employee enrolls in a family plan and is required to enroll in the Standard Plan, the City will make its normal premium contribution as required in this Article and it will reimburse said employee, after his or her retirement, for the difference between said contribution and the premium paid by the employee for the Standard Plan for the three (3) month period.
- B. Life Insurance: The Employer will continue to provide a Group Life Insurance Plan at least equal to the State Group Life Insurance Plan on the same shared cost basis during the life of the Agreement.
- C. Wisconsin Retirement Fund: The City and employee shall each pay to the Wisconsin Retirement System an amount equal to one-half of the total contribution rate approved by the Employee Trust Fund Board.

- D. Unemployment Compensation: The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.
- E. Worker's Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at eighty percent (80%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Regular rate of pay is defined as the base rate, as shown in Appendix B-C and B-G, plus applicable longevity pay, if any. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty six (36) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.
- F. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained. Calculations for wage insurance premiums are as follows:

Sick Leave Used (in days)	Sick Leave Accrued (in days)	Employee Pays
0-3.00	10.00-13.00	0%
3.01-4.00	9.00-9.99	20%
4.01-5.00	8.00-8.99	40%
5.01-6.00	7.00-7.99	60%
6.01-7.00	6.00-6.99	80%
7.01-+	0-5.99	100%

Calculation of the 2014-2015 premiums/percentages will be made in accordance with the same practice utilized in the previous two years.

New rates will go in effect on the second payroll in October of each year.

The insurance premium shall be waived for unit members with 100 days or more of accrued sick leave (regardless of the number of sick days used in the past year).

- G. Dental Insurance: The City agrees to provide dental insurance to employees under plan(s) agreed to by the parties. The premiums for such plan(s) shall be deducted by payroll deduction from participating employees.

ARTICLE XVI MISCELLANEOUS

- A. Uniform Allowance: In the event that any employee shall be required as a condition of his/her employment to wear any particular kind of uniform or other special clothing,

identification patch or material, or any protective gear or device, such articles shall be furnished by the Employer.

- B. Protective Clothing: The positions of Welder and Helper, Parks Equipment Mechanic 1 and Parks Equipment Mechanic 2, and Public Works Maintenance Worker 2, at Yahara Golf Course in the Parks Division shall be furnished with clothing (shirt and pants) in the manner presently used by the City in furnishing clothing to the welders at the City Garage, until such time as more appropriate safety material can be found. Further, it is agreed that employees working in certain identified jobs shall be provided with suitable protective clothing as provided in Appendix D, attached.
- C. Existing Benefits: The Employer intends to continue other authorized existing employee benefits not specifically referred to or modified in this Agreement. It is agreed by the Union that bad or unreasonable habits that may develop among employees do not constitute "past practice" rights or employee benefits. The existing employee benefits referred to in this section are those that are mandatory subjects of bargaining primarily related to wages, hours and other conditions of employment.
- D. Motor Vehicle Mileage and Parking:
1. There shall be provided for those employees who are required to provide their own motor vehicle as a condition of their employment:
 - a. A monthly motor vehicle allowance of thirty (\$30.00) dollars; and in addition,
 - b. A monthly mileage payment for each mile traveled on City business at the rate established by the Internal Revenue Service.
 - c. Reimbursement for any parking meter costs incurred while on City business away from the employee's primary workstation. If the Parking Utility institutes a parking surcharge during the term of this Agreement, employees who are required to provide their own motor vehicle as a condition of their employment shall be exempted from or reimbursed for this surcharge.
 - d. Employees who are required to pay parking costs at their primary workstation shall receive reimbursement not to exceed the value of four (4) hours of parking at the highest rate per hour fee charged by the City for public parking (excluding Special Event fees) per day while parked at their primary workstation. Such reimbursement will be reported on a form to be provided by the Employer. Such reimbursement shall not exceed the value of four (4) hours of parking at the location with the highest rate per hour fee charged by the City for public parking (excluding Special Event fees) for twenty-five (25) days each month.
 2. There shall be provided for those employees, who may on occasion use their own cars at the request of the Employer, reimbursement at the rate established by the Internal Revenue Service.
- E. Safety Committee:
1. The parties agree that a safety committee shall be established in each of the following divisions: Parks, Water, Traffic Engineering, Housing and Public

Facilities. The Employer and the Union shall determine the composition of these committees; each major work area in the divisions shall have a Supervisor and Union member on the committees unless otherwise agreed to by the parties. Employees serving on these committees shall be allowed to participate without loss of regular pay exclusive of overtime or premium pay if such meetings should occur during an employee's regular work day. The purpose of these committees shall be to consider matters related to the health and safety of employees. The findings and recommendations of these committees shall be advisory to the respective division head and to the City's Occupational Safety and Health Committee.

2. In addition the parties agree that an additional safety committee shall be established for office and technical employees outside the five (5) divisions listed above. The Employer and the Union shall be allowed to appoint representatives from within the affected divisions. Employees serving on this committee shall be allowed to participate without loss of regular pay exclusive of overtime or premium pay if such meetings should occur during the employee's regular work day. The findings of this committee shall be advisory to the appropriate division heads and to the City's Occupational Safety and Health Committee.
 3. The committees are to meet quarterly or more frequently if the situation warrants.
- F. Reallocation: In the event that an employee's assigned duties and responsibilities undergo a significant and permanent change, the Employer shall conduct a position classification study. Should the study determine that the employee should be reallocated to a higher classification, the employee shall be reallocated accordingly. Reallocation of employees is not intended to be used to frustrate the promotional procedure. The results of reclassification studies shall be subject to the grievance process, but shall not be subject to the arbitration process.
- G. Legal Protection: The Employer agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes 895.46.
- H. Bus Pass Subsidy: For the exclusive use of employees who purchase one of the bus passes specified below and who utilize such pass for their mode of transportation to and from work, the Employer shall provide a subsidy for such employees toward the cost of such bus passes as provided in the following schedule. The City agrees to increase the bus pass subsidy by the same percentage as the wage increases negotiated by the parties rounded to the nearest nickel. In no case shall the reimbursed amount exceed the cost of the bus pass.

Madison Metro Passes	Employer Subsidy	
	2004	2005
Commuter Pass	\$16.15	\$16.55
Monthly Pass	\$16.15	\$16.55
Convenience Ticket Books (Paratransit)	\$16.15	\$16.55
Adult QUIK-TIX Tickets	\$8.00	\$8.20
Convenience Ticket Books (Disabled)	\$8.00	\$8.20

Employees may purchase bus passes on a pre-tax basis.

- I. Safety Shoes: The Employer reserves the right to require the wearing of industry approved safety shoes for foot protection. The City shall reimburse those permanent employees required to wear safety shoes. For the 2011-2014 Agreement, this reimbursement is capped at one hundred sixty-one dollars (\$161.00) over the contract period. An additional \$161 will be provided in the 2011-2014 contract period to allow for the third year of the agreement. There shall not be more than one reimbursement for each calendar year nor more than two reimbursements per contract period, except that the 2011-2014 contract period may include up to three (3) reimbursements. For subsequent contract periods, the City's contribution will be determined by using the Consumer Price Index for All Urban Consumers (CPI-U), 1982 - 1984 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, as follows:

$$\text{City contribution in previous contract period} \times \frac{\text{CPI-U for September, Year (N-3)}}{\text{CPI-U for September, Year (N-1)}}$$

Thus, for the calculation of the rate for the current contract year, N = (equals) first year of current contract. Year N - 1 is 2008 and Year N - 3 is 2006.

This formula results equal \$155.00. To claim the City contribution the employee must present the new shoes, along with proof that said shoes meet all required specifications, and the original dated sales slip bearing the employee's name and clearly identifying the specific pair of shoes. Employees must submit claim to their supervisor. If an employee desires to purchase safety shoes through a vendor, the City shall issue the employee a voucher, at his or her request.

- J. Parking Enforcement Officers Uniform: The City shall provide the original complete uniform to Parking Enforcement Officers and such uniform items so issued shall remain the property of the Employer. Items to be included in the original issue shall only be those items that the Employer requires the Parking Enforcement Officers to wear. The City shall replace uniform items as needed by normal wear and tear to an amount not to exceed three hundred dollars (\$300) in 2008, unless approved by the Chief of Police. This amount will increase on the date of any wage increase each year thereafter by the percent of wage increase negotiated. This amount may be accumulated over a period of three (3) years but shall not exceed a maximum accumulation of four hundred dollars (\$400). The City shall replace uniform items damaged as a result of the performance of duty. Uniform items lost or damaged due to proven negligence by the employee shall be replaced by the employee at his/her own expense.
- K. Parking Service Workers Clothing/Shoe Allowance: Employees classified as Parking Service Workers shall be reimbursed for clothing and shoes in an amount not to exceed the amount set forth in Article 16(l) of this Agreement.
- L. Commercial Driver's License: In the event an employee is required to acquire or renew a Commercial Driver's License and required endorsements, the City shall reimburse the employee for that part of the license which exceeds the base license cost. Such reimbursement shall be by disbursement check. Should the employee forfeit his/her license, the entire reimbursement shall be refunded to the Employer through payroll deduction. There shall be no recovery solely on the basis of separation from service.

In the event an employee who is required by the City to maintain a CDL has such license suspended or revoked for a period of sixty (60) calendar days or less, she/he shall be reassigned to tasks within her/his classification that do not require a CDL during the period of suspension or revocation. If the CDL is suspended or revoked for a period longer than sixty (60) days, but not more than twelve (12) months, the employee may be given a leave of absence without pay or benefits for the duration of the suspension or revocation of the license.

However, if the employee is assigned to operate a commercial motor vehicle (CMV) as part of her/his job duties on twenty-five (25) or fewer days in the previous twelve (12) months, the employee will not be placed on a leave of absence, but instead will be subject to disciplinary action including suspension, subject to the just cause standard. If the duties to which the employee is assigned require the employee to operate a non-commercial vehicle, the employee will be required to obtain a valid occupational license within sixty (60) days of revocation. The City is under no obligation to modify or reassign an employee's normal job assignments. This exclusion is created solely for employees who may operate a CMV as an exception to their normal job duties.

If the CDL is suspended or revoked for a period of more than one (1) year, the employee will be placed on layoff with no rights to recall.

Any employee who fails to notify the Employer of the loss of her/his CDL may be subject to disciplinary action subject to the just cause standard.

- M. Driver's License: In the event an employee's actual work is such that she/he operates a motor vehicle and his her/his license to operate such motor vehicle suspended or revoked for a period of sixty (60) calendar days or less, she/he shall be reassigned to tasks within her/his classification that do not require a driver's license during the period of suspension or revocation.

If the driver's license is suspended or revoked for a period longer than sixty (60) days, but for not more than one (1) year, the employee will obtain an occupational driver's license; if the employee is unable to obtain an occupational driver's license, and no reasonable accommodation can be made, the employee may be given a leave of absence for up to one (1) year, or until such time as the license is restored, or an occupational license is obtained, whichever is less. However, if the employee is assigned to operate a motor vehicle as part of her/his job duties on twenty-five (25) or fewer days in the previous twelve (12) months, or if a reasonable accommodation can be made, the employee will not be placed on a leave of absence and she/he will resume her/his regular duties.

If the driver's license is suspended or revoked for a period of more than one (1) year, no occupational license can be obtained, and no reasonable accommodation can be made, the employee will be placed on layoff without rights to recall.

- N. Americans With Disabilities Act: The parties will exert reasonable effort to comply with the requirements of the Americans with Disabilities Act and other statutes related to disabled employees of the City, whether or not such employees are members of the AFSCME, AFL-CIO, Local 60 bargaining unit. Any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with the statutory

dispute resolution procedures and will not be subject to the grievance and arbitration process of this Agreement.

- O. Animal Control Officer Training and Certification: The City shall pay for the initial certification of existing Animal Control Officers and the required training and re-certification of all Animal Control Officers.
- P. Election Officials: The employees may use vacation, floating holiday, and/or compensatory time to cover for their regular or scheduled hours of employment, provided they have given at least a seven (7) day advance written notice of their request to be off the entire twenty-four (24) hour period of election day to serve as a poll worker. In this case, the employee will also retain any and all compensation they receive as an election official.

If an employee chooses to request time off to be an Election Official at least seven (7) days in advance, but decides not to use any accrued benefit time (vacation, holiday or compensatory time) to cover their absence, they will be paid their regular wage/salary for the hours they would have otherwise received in their regular work schedule. In addition, the employee will receive a check for the Election Official compensation for the hours where there is no overlap between the employee's regular or scheduled hours and the hours they serve as an Election Official.

The City will not pay overtime or shift differential for any employee exercising their desire to work as an Election Official, regardless if the number of hours worked as an Election Official would otherwise qualify them for same under the collective bargaining agreement.

Employees interested in becoming an Election Official must contact the City Clerk's Office to sign-up for election duty.

- Q. The parties mutually agree that a Post Employment Health plan will be created during the term of the collective bargaining agreement which is mutually agreeable to the City and Union. The total cost shall not exceed \$120,000 during the course of the 2011-2014 collective bargaining agreement.

ARTICLE XVII AUTHORITY

- A. Agreement on Behalf of the Union: The Union hereby and herewith covenants, agrees, and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all members in its bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- B. Agreement on Behalf of the City: The City hereby and herewith covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement as hereinafter set forth.

- C. Aid to Construction of Provisions of Agreement: It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of power unilaterally devolving upon the Common Council.
- D. Savings Clause: If any Article or Section of this Agreement or any Addenda thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- E. Other Rights Reserved: Notwithstanding any other provision of this Agreement to the contrary, the City and the Union reserve the right to enforce any other legal rights to which they either by law or equity are entitled.
- F. Notices: All written notices sent by the Union to the City shall be directed to the Labor Relations Manager. All written notices sent by the City to the Union shall be directed to the local Union Secretary and the designated Union Representative.
- G. Duration of Agreement: This Agreement shall be effective as of March 16, 2014 and shall remain in full force and effect through March 15, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of January of any year in which the Agreement is in force that it desires to modify this Agreement.

ARTICLE XXXIV
DURATION OF AGREEMENT

This Agreement shall be effective as of March 16, 2014, and shall remain in full force and effect until its expiration date, March 15, 2015.

Dated at Madison, Wisconsin, on this _____ day of _____, 2012.

CITY OF MADISON

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

MAYOR

WCCME DISTRICT REPRESENTATIVE

COMPTROLLER

SECRETARY, LOCAL UNION

CITY CLERK

CHAIRPERSON, BARGAINING COMMITTEE

LABOR RELATIONS MANAGER

SECRETARY, BARGAINING COMMITTEE

Approved as to form only, on this _____ day of _____, 2012.

CITY ATTORNEY

**APPENDIX A
BI-WEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 20**

The following Clerical positions represented by Dane County Municipal Employees shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated effective the pay period including March 16, 2014. The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The City will meet and confer with the Union prior to any reduction in wages.

Effective the last pay period of December 2014, the City will not reduce wages, and may implement a wage increase not to exceed 3%.

RANGE 03	1	2	3	4	5
	1272.71	1315.25	1354.08	1398.65	1454.88

CLERK 1

CLERK TYPIST 1

RANGE 04	1	2	3	4	5
	1380.53	1412.16	1443.71	1479.87	1511.42

POLICE REPORT TYPIST 1

RANGE 05	1	2	3	4	5
	1412.16	1443.71	1478.62	1511.42	1556.57

NO CLASSIFICATIONS

RANGE 06	1	2	3	4	5
	1443.71	1479.87	1511.42	1556.57	1597.24

BOX OFFICE CASHIER
CLERK 2
CLERK TYPIST 2

SALES CLERK
WORD PROCESSING OPERATOR 1
ADMINISTRATIVE SUPPORT CLERK 1

RANGE 07	1	2	3	4	5
	1479.87	1511.42	1556.57	1597.24	1651.45

ACCOUNT. CLERK 1
INFORMATION CLERK

PARKING REVENUE CLERK
POLICE REPORT OPERATOR 1

RANGE 08	1	2	3	4	5
	1511.42	1556.57	1597.24	1651.36	1692.03

LEGAL OFFICE ASSISTANT
P.H. CLINIC AIDE

POLICE RECORDS SERVICES CLERK
POLICE REPORT TYPIST 2
WORD PROCESSING OPERATOR 2

RANGE 09	1	2	3	4	5
	1556.57	1597.24	1651.36	1692.03	1750.14

ACCOUNT CLERK 2
ADMINISTRATIVE CLERK 1
ADMINISTRATIVE SUPPORT CLERK 2
CITY CHANNEL PRODUCER/DIRECTOR 1
GRAPHICS ASSISTANT

JUDICIAL SUPPORT CLERK 1
MUNICIPAL CLERK 1
POLICE REPORT OPERATOR 2
PROPERTY LISTER 1

RANGE 10	1	2	3	4	5
	1597.24	1651.36	1692.03	1750.14	1799.26

ASSISTANT PROGRAMMING COORDINATOR
LEGAL SECRETARY 1
MUNICIPAL CLERK 2
PEDESTRIAN BICYCLE SAFETY ASSISTANT
SECRETARY 1

RANGE 11	1	2	3	4	5
	1651.36	1692.03	1750.14	1799.26	1848.46

ACCOUNT. CLERK 3
ADMINISTRATIVE CLERK 2
CERTIFIED MUNICIPAL CLERK
CITY CHANNEL PRODUCER/DIRECTOR 2
CONTRACT COMPLIANCE AIDE
GIFT SHOP SALES LEADWORKER
HOUSING ASSISTANCE CLERK
JUDICIAL SUPPORT CLERK 2
M.T. BOOKING COORDINATOR
PLANNING AIDE
POLICE REPORT LEADWORKER
PROGRAM ASSISTANT 1
PROPERTY LISTER 2
STREETS PUBLIC INFORMATION ASSISTANT

RANGE 11-A	1	2	3	4	5
	1638.40	1682.16	1744.68	1797.47	1850.48

LEGAL SECRETARY 2

RANGE 12	1	2	3	4	5
	1692.03	1750.14	1799.26	1848.46	1897.50

BICYCLE REGISTRATION COORDINATOR
COMMUNITY DEVELOPMENT AIDE
FINANCIAL OPERATIONS LEADWORKER
HOUSING ASSISTANCE CLERK 2
PROGRAM ASSISTANT 2
REAL ESTATE AIDE
SENIOR CENTER VOLUNTEER COORDINATOR

RANGE 12-A	1	2	3	4	5
	1682.16	1744.68	1797.47	1850.12	1903.78

HOUSING ASSISTANCE OUTREACH COORDINATOR
TENANT SERVICES AIDE

RANGE 13	1	2	3	4	5
	1750.14	1799.26	1848.46	1897.50	1951.45

ACCOUNTING. TECHNICIAN 1
CITY CHANNEL CABLECAST PRODUCTION
TECHNICIAN
JUDICIAL SUPPORT CLERK 3
M.T. EVENT COORDINATOR
PROGRAM ASSISTANT 3
PROPERTY LISTER 3

RANGE 14	1	2	3	4	5
	1799.26	1848.46	1897.50	1951.45	1995.73

ACCOUNTING. TECHNICIAN 2
CHILD CARE ASSISTANCE COORDINATOR
CONSERVATION PARKS LEADWORKER

RANGE 14-A	1	2	3	4	5
	1797.47	1850.12	1903.78	1963.70	2012.72

ADMINISTRATIVE ASSISTANT
ORDINANCE REVISIONS SPECIALIST
PAYROLL TECHNICIAN 1

RANGE 15	1	2	3	4	5
	1848.46	1897.50	1951.45	1995.73	2059.50

NO CLASSIFICATIONS

RANGE 15-A	1	2	3	4	5
	1850.12	1903.78	1963.70	2012.72	2083.44

PAYROLL TECHNICIAN 2

RANGE 16	1	2	3	4	5
	1897.50	1951.45	1995.73	2059.50	2142.21

ACCOUNTING. TECHNICIAN 3
 ECONOMIC DEVELOPMENT TECHNICIAN

PARKING OPERATIONS ASSISTANT
 WATER UTILITY ACCOUNT/COMPUTER SPECIALIST

RANGE 17	1	2	3	4	5
	1951.45	1995.73	2059.50	2142.21	2227.70

PLANNING TECHNICIAN

Progression: Step increments for the positions of Clerk 1, Clerk Typist 1 and Police Report Typist 1 shall occur on six month service time intervals commencing with successful completion of the probationary period (8.03) until the maximum base step is reached. Upon completion of six months' service at the maximum base step, Clerk 1 and Clerk Typist 1 shall be advanced to the objective classifications of Clerk 2 and Clerk Typist 2 respectively at step three (3); Police Report Typist 1 shall be advanced to the objective classification of Police Report Typist 2 at step two (2). The step increments thereafter shall be on an annual basis.

The Police Report Operator 1 will be hired at Step 1 of Range 7 and will progress to Step 2 of Range 7 upon the successful completion of a probationary period (normally six (6) months). The employee will move to Step 1 of Range 9 one year after the movement to Range 7, Step 2 (normally a total of eighteen (18) months as a Police Report Operator 1). Thereafter, the employee shall continue to advance after each twelve (12) months of service.

Except as provided above, the normal progression through salary ranges shall be as follows:

Salary Step:	1	2	3	4	5
	Starting	After 6 mos.	After 18 mos.	After 30 mos.	After 42 mos.

Employees shall advance from the starting Step 1 to Step 2 upon successful completion of the probationary period or any extension thereof, and shall continue to advance after each twelve (12) months of service.

**APPENDIX B
 BIWEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 16**

The following positions represented by Dane County Municipal Employees shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated effective the pay period including March 16, 2014. The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The City will meet and confer with the Union prior to any reduction in wages.

Effective the last pay period of December 2014, the City will not reduce wages, and may implement a wage increase not to exceed 3%.

RANGE 02	1	2	3	4	5
	1388.80	1420.59	1452.21	1488.54	1520.29

CUSTODIAL WORKER 1 PARKING CASHIER

RANGE 03	1	2	3	4	5
	1420.59	1452.21	1488.54	1520.29	1565.67

NO CLASSIFICATIONS

RANGE 04	1	2	3	4	5
	1447.69	1483.82	1515.39	1560.53	1601.12

NO CLASSIFICATIONS

RANGE 05	1	2	3	4	5
	1483.82	1515.39	1560.53	1601.12	1655.28

NO CLASSIFICATIONS

RANGE 06	1	2	3	4	5
	1515.39	1560.53	1601.12	1655.28	1695.95

NO CLASSIFICATIONS

RANGE 07	1	2	3	4	5
	1565.67	1606.73	1660.88	1701.73	1756.70

CUSTODIAL WORKER 2 M.T. COMMAND CENTER OPERATOR
 LABORER M.T. OPERATIONS WORKER
POLICE PROPERTY CLERK

RANGE 08	1	2	3	4	5
	1606.41	1660.88	1701.73	1756.70	1805.97

ASSESSMENT TECHNICIAN 1 PARKING SERVICE WORKER
 AUTOMOTIVE SERVICE WORKER PUBLIC WORKS MAINTENANCE WORKER 1

RANGE 09	1	2	3	4	5
	1660.88	1701.73	1756.70	1805.97	1855.32
CONSERVATORY CURATOR ASSISTANT CONSERVATION MAINTENANCE WORKER CUSTODIAL WORKER 3 EQUIPMENT OPERATOR 1 FACILITY MAINTENANCE WORKER GARDENER M.T. OPERATIONS LEADWORKER PARKS MAINTENANCE WORKER			PARKING MAINTENANCE WORKER 1 PUBLIC WORKS MAINTENANCE WORKER 2 SECTION 8 INSPECTOR STREET VENDOR MONITOR WATER METER MECHANIC 1 WATER METER READER WATER QUALITY AIDE WATERWORKS MAINTENANCE WORKER		

RANGE 10	1	2	3	4	5
	1701.73	1756.70	1805.97	1855.32	1904.72
ARBORIST 1 ASSESSMENT TECHNICIAN 2 DISPATCHER EQUIPMENT OPERATOR 2 HOUSING MAINTENANCE WORKER OPERATIONS CLERK PARKING EQUIPMENT MECHANIC			POLICE LAB TECHNICIAN PROPERTY CODE INSPECTOR 1 RECREATION SERVICES ASSISTANT TRAFFIC CONTROL MAINTENANCE WORKER		

RANGE 11	1	2	3	4	5
	1756.70	1805.97	1855.32	1904.72	1959.00
COMMUNICATION WORKER CUSTODIAL SERVICES COORDINATOR ENGINEERING AIDE 1 FIRE DISPATCHER MAINTENANCE WORKER PARKING ENFORCEMENT OFFICER PARKING REVENUE LEADWORKER PARKING TECHNICAL AIDE			PROPERTY CODE INSPECTOR 2 PUBLIC WORKS MAINTENANCE WORKER 3 STAGE MAINTENANCE WORKER STOREKEEPER TRAFFIC SIGNAL MAINTENANCE WORKER WATER METER MECHANIC 2 WATER UTILITY ONE CALL COORDINATOR		

RANGE 12	1	2	3	4	5
	1805.97	1855.32	1904.72	1959.00	2003.48
ARBORIST 2 ARCHITECTURAL AIDE 1 CIVIL TECHNICIAN 1 EQUIPMENT OPERATOR 3 GARDENER - LEAD GREENSKEEPER 1			PARKING EQUIPMENT TECHNICIAN 1 PUBLIC WORKS LEADWORKER THEATER TECHNICIAN 1 WATER HYDRANT INSPECTOR WATERWORKS OPERATOR 1		

RANGE 13	1	2	3	4	5
	1855.32	1904.72	1959.00	2003.48	2067.60
AUTOMOTIVE MECHANIC CODE ENFORCEMENT OFFICER 1 ENGINEERING AIDE 2 FIRE CODE ENFORCEMENT OFFICER 1 FIRE COMMUNITY EDUCATION SPECIALIST 1 GREENSKEEPER 2 MAINTENANCE MECHANIC 1 MAINTENANCE PAINTER PARKING ENFORCEMENT LEADWORKER			PARKING MAINTENANCE WORKER 2 PARKS EQUIPMENT MECHANIC 1 PLAN REVIEW SPECIALIST 1 SIGN PAINTER STREET VENDING COORDINATOR WATER METER MECHANIC 3 WATER METER FIELD LEADWORKER WATER SERVICES INSPECTOR WEIGHTS AND MEASURES INSPECTOR 1 ZONING CODE OFFICER 1		

RANGE 14	1	2	3	4	5
	1904.72	1959.00	2003.48	2067.60	2144.00

ARCHITECTURAL AIDE 2
CEMETERY OPERATIONS LEADWORKER
CIVIL TECHNICIAN 2
COMMUNICATIONS TECHNICIAN 1
ENGINEERING AIDE 3
GREENSKEEPER 3
M.T. AUDIO/VISUAL TECHNICIAN
PARKING EQUIPMENT TECHNICIAN 2

PARKS MAINTENANCE MECHANIC
PARKS OPERATIONS LEADWORKER
THEATER TECHNICIAN 2
TRAFFIC SIGNAL ELECTRICIAN 1
WATER CONSTRUCTION INSPECTOR
WELDER

RANGE 14-A	1	2	3	4	5
	1906.27	1964.40	2011.99	2080.57	2169.48

CIVIL TECHNICIAN 2-I

RANGE 15	1	2	3	4	5
	1951.45	1995.73	2059.50	2135.94	2207.97

BUYER 1
CROSS CONNECTION CONTROL INSPECTOR
FORESTRY SPECIALIST
HORTICULTURIST
MAINTENANCE MECHANIC 2
MASTER MECHANIC
PARKS EQUIPMENT MECHANIC 2

PROPERTY APPRAISER 1
THEATER TECHNICIAN 3
TRAFFIC OPERATIONS LEADWORKER
WATER METER MECHANIC LEADWORKER
WATER UTILITY OPERATIONS LEADWORKER
WATERWORKS OPERATOR 2
WEIGHTS AND MEASURES INSPECTOR 2

RANGE 16	1	2	3	4	5
	1995.73	2059.50	2135.94	2207.97	2289.01

CODE ENFORCEMENT OFFICER 2
FIRE CODE ENFORCEMENT OFFICER 2
FIRE COMMUNITY EDUCATION SPECIALIST 2
MAINTENANCE ELECTRICIAN 1

PLAN REVIEW SPECIALIST 2
ZONING CODE OFFICER 2

RANGE 17	1	2	3	4	5
	2059.50	2135.94	2207.97	2289.01	2376.46

BUYER 2
COMMUNICATIONS TECHNICIAN 2
ELECTRONIC MAINTENANCE TECHNICIAN

ENGINEERING PROGRAM SPECIALIST 1
TRAFFIC SIGNAL ELECTRICIAN 2
WEIGHTS AND MEASURES INSPECTOR 3

RANGE 18	1	2	3	4	5
	2135.94	2207.97	2289.01	2376.46	2470.31

MOBILE DATA TECHNICIAN

PROPERTY APPRAISER 2

RANGE 19	1	2	3	4	5
	2207.97	2289.01	2376.46	2470.31	2576.12

CODE ENFORCEMENT OFFICER 3
COMMUNICATIONS TECHNICIAN 3
ELECTRICAL/HEATING INSPECTOR
ELEVATOR CODE ENFORCEMENT OFFICER 1
ENGINEERING PROGRAM SPECIALIST 2
FIRE CODE ENFORCEMENT OFFICER 3
FIRE COMMUNITY EDUCATION SPECIALIST 3

MAINTENANCE ELECTRICIAN 2
PLAN REVIEW SPECIALIST 3
PLUMBING/HEATING INSPECTOR
ZONING ADMINISTRATIVE ASSISTANT

RANGE 20	1	2	3	4	5
	2289.01	2376.46	2470.31	2576.12	2681.75

CODE ENFORCEMENT OFFICER 4
 ELECTRICAL OPERATIONS LEADWORKER
 ELEVATOR CODE ENFORCEMENT OFFICER 2
 FIRE CODE ENFORCEMENT OFFICER 4

PLAN REVIEW SPECIALIST 4
 PROPERTY APPRAISER 3

RANGE 21	1	2	3	4	5
	2376.46	2470.31	2576.12	2681.75	2793.52

PROPERTY APPRAISER 4

TRAFFIC ENGINEERING DEVELOPMENT SPECIALIST

RANGE 22	1	2	3	4	5
	2470.31	2576.12	2681.75	2793.52	2911.23

NO CLASSIFICATIONS

RANGE 23	1	2	3	4	5
	2576.12	2681.75	2793.52	2911.23	3034.54

NO CLASSIFICATIONS

The normal progression through salary ranges shall be as follows:

Salary Step:	1	2	3	4	5
	Starting	After 6 mos.	After 18 mos.	After 30 mos.	After 42 mos.

Employees shall advance from the starting Step 1 to Step 2 upon successful completion of the probationary period or any extension thereof, and shall continue to advance after each twelve (12) months of service.

**APPENDIX C
 SEASONAL AND HOURLY EMPLOYEES PAY RATES**

The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The City will meet and confer with the Union prior to any reduction in wages.

Effective the last pay period of December 2014, the City will not reduce wages, and may implement a wage increase not to exceed 3%.

CLASSIFICATION	WAGES
ADMINISTRATIVE AIDE 1	14.69
ADMINISTRATIVE AIDE 2	16.18
ADMINISTRATIVE AIDE 3	17.60
ADMINISTRATIVE CLERK 1	14.03
APPRAISER TECHNICIAN	15.59
ARBORIST ASSISTANT	14.10
ASSISTANT PROGRAMMING COORDINATOR 1	14.00
ASSISTANT PROGRAMMING COORDINATOR 2	16.18
ATTENDANT	12.45
BOX-OFFICE CASHIER	13.27
BUILDING CLEANER	13.06
CC PRODUCER/DIRECTOR	16.79
CLERK 1	13.06
CLERK-STENO	13.80
CLERK-TYPIST 1	13.06
COMMAND CENTER OPERATOR	13.06
CONCESSION/BOAT LAUNCH COORDINATOR	15.14
CONSERVATION RANGER 1	14.69
CONSERVATION RANGER 2	16.18
CONSERVATORY CURATOR ASSISTANT 1	16.43
CONSERVATORY CURATOR ASSISTANT 2	17.60
CONSTRUCTION INSPECTOR 1	15.29
DRAFTING TECHNICIAN 1	14.10
ENGINEERING AIDE	14.10
EVENT AIDE	11.92
FORESTRY SPECIALIST ASSISTANT	14.69
INSPECTORS AIDE	13.80
LABORER	13.06
LIFEGUARD 1	13.06
LIFEGUARD 2	13.73
LIFEGUARD 3	14.42
MAINTENANCE WORKER	14.10
METER READER	13.50
M.T. EVENT COORDINATOR	17.60
OLBRICH GARDENS ATTENDANT	14.69
OPERATIONS MANAGER	13.27
PARKING CASHIER	16.45
PARKING ENFORCEMENT OFFICER	13.22

CLASSIFICATION	WAGES
PARKING ENFORCEMENT OFFICER LEADWORKER	13.80
POLICE REPORT TYPIST 1	13.80
PROFESSIONAL AIDE 1	14.75
PROFESSIONAL AIDE 2	16.25
PROFESSIONAL ASSISTANT	20.19
PROPERTY CODE INSPECTOR	14.69
PUBLIC WORKS MAINTENANCE WORKER 1	13.27
SECURITY OFFICER	14.69
SECURITY OFFICER LEADWORKER	16.18
SHALLOW WATER HOST	12.45
STREET VENDOR COORDINATOR	17.60
STREET VENDING MONITOR	14.69
TECHNICAL AIDE 1	14.10
TECHNICAL AIDE 2	15.29
TECHNICAL AIDE 3	16.43
WATER SUPPLY INSPECTOR 1	13.50
WATER SUPPLY INSPECTOR 2	14.69

A. Benefits and Rights for Seasonal and Hourly Employees shall be as follows:

1. Be entitled to make applications for regular full-time or regular part-time position vacancies in accordance with the terms of the Agreement, Article IX.
2. Be included under provisions of Article IV, 4.06 (A) and (B).
3. Mileage: Employees who may on occasion use their own cars at the request of the Employer shall be compensated for such use at the rate set by the Internal Revenue Service.
4. Overtime: Receive one and one-half (1-1/2) times their hourly rate for all time paid in excess of forty (40) hours per week.
5. Holidays: Employees shall receive holiday benefits only if they work the scheduled work day prior to and after the holiday unless their absence prior to and after the holiday is approved in writing by the Employer. Such benefits shall, at the option of the Employer, be either time off with pay on the day of the holiday or if employees are required to work on the holiday, they shall be compensated at the rate of straight time for hours worked plus, at the Employer's option, either holiday pay or compensatory time off. If the Employer chooses to pay compensatory time, said day off shall be at a mutually agreeable time. For the purposes of this provision, i.e., holiday benefits, eligible hourly employees shall receive identical benefits for the day after Thanksgiving, which is a paid leave day for permanent employees.
6. Conversion to Permanent Status: Any employee who secures a job by operation of Section 8.01 shall be considered to have permanent status and shall not serve a probationary period.

7. Benefits and Seniority upon Conversion to Permanent Status: In the event that either a represented or unrepresented seasonal or hourly employee obtains permanent status without an interruption of work, then:
 - a. Sick Leave and Vacation: Such employee shall upon completion of probation, if one is served, receive one-half (1/2) day sick leave for each eighty (80) hours worked and one (1) day of vacation leave for each 208 hours worked from the earliest date of employment followed by uninterrupted work. If the position is obtained through a non-competitive process, then such benefits shall be limited to the earliest date of uninterrupted employment with the City but no more than the past four (4) years.
 - b. Seniority: Such employee upon completion of probation, if one is served, shall have his/her seniority and longevity credit date established by dividing the total number of hours worked from the first date of employment followed by uninterrupted work by the normal daily hours rounded up to the nearest full day. (Example: an hourly employee worked five (5) hours per week for 52 weeks. 5 hours x 52 weeks = 260 total hours worked. 260 hours divided by 8 hours = 32.5 days. This employee's seniority and longevity credit date would be established at 33 work days prior to the employee's date of appointment to permanent status.)
 - c. Probation and base salary increases shall be related to the date of permanent appointment.
 - d. For the purposes of Section G, an interruption of work is defined as a period of time exceeding six (6) pay periods.
8. Probation and Just Cause: Employees covered under this Appendix may be disciplined or discharged only for just cause after serving a probationary period. Employees covered under this Appendix shall serve a probationary period equal to half-time of the normal cumulative annual hours of a comparable full-time permanent position. Employees who have passed the probationary period and then move from seasonal/hourly status to permanent status, by applying and obtaining a vacant permanent position, shall be subject to a six (6) month trial period during which time the employee shall be entitled to return to his/her former seasonal/hourly position if either the employee or Employer so decides and the position still exists. This provision will not prevent normal seasonal layoffs or layoffs due to a lack of work or funds.
9. Safety Shoes: After completion of probation, seasonal and hourly employees required to wear safety shoes shall be entitled to reimbursement pursuant to Section Article 16 of the contract.
10. Grievance and Arbitration: Such employees shall have the right of grievance and arbitration for the purpose of enforcing the benefits and rights set forth in this Appendix.
11. Worker's Compensation: For the purposes of Workers Compensation pay the employee shall be eligible from the second day of absence due to a covered injury.

12. Pension and Insurances: The City of Madison shall make such contribution as may be required by the Group Insurance Board and/or Department of Employee Trust Funds rules towards premium costs of eligible employees. Any dispute regarding eligibility and contribution level shall be determined by the Group Insurance Board or Department of Employee Trust Funds. Effective January 1, 2001, the City shall make contributions to the Fund as provided in Article 15 (C) of the contract.
13. Commercial Driver's License: The City shall reimburse employees the cost associated with any required Commercial Driver's License pursuant to Article 16.
14. Bus Passes: Seasonal and hourly employees are entitled to purchase bus passes on the same basis as provided in Article 16 of the contract.

APPENDIX D PROTECTIVE CLOTHING

The following is a list of special clothing furnished by the Employer. The items listed are not intended as a complete and exclusive list, but rather for the purpose of establishing a reasonable degree of uniformity among the various departments and divisions consistent with the special needs as related to the jobs performed.

- Hard hats to be worn wherever the need exists.
- Rain gear, rubber pants, jackets and hoods.
- Rubber gloves, lined and unlined.
- Leather gloves.
- Five buckle rubber boots, or other rubber boots agreed to by the parties. Employees will continue to be given the option of receiving either a two buckle, a four buckle, or a five buckle boot. Not more than one pair will be issued to any employee per year, except when a pair becomes damaged or unusable. In such a case, the employee may receive a replacement pair upon presentation to the City of the damaged and/or unusable pair.
- Hearing protectors.
- Face protectors.
- Coveralls for tar crew workers; auto mechanics.
- Coveralls (winter), shirt and trousers (summer) for welders or those engaged in welding, Parks, Water and Traffic Engineering.

APPENDIX E
EMPLOYEES COVERED BY ARTICLE 13 (E)

EMPLOYEE NAME	TITLE
1. Beckett, John L.	Parks Equipment Mechanic 1
2. Murphy, Michael D.	Parks Operation Leadworker
3. Williams, Harry J.	Equipment Operator 3

APPENDIX F CROSSING GUARDS

A. Benefits and Rights For Crossing Guards shall be as follows:

1. Be entitled to make applications for regular full-time or regular part-time position vacancies in accordance with the terms of the Agreement, Article IX.
2. Be included under provisions of Article IV, 4 E (1 and 2).
3. Employees who may on occasion use their own cars at the request of the Employer shall be compensated for such use at the rate set by the Internal Revenue Service.
4. Receive one and one-half (1-1/2) times their hourly rate for all time worked in excess of forty (40) hours per week.
5. In the event that either a represented or unrepresented Crossing Guard obtains permanent status without an interruption of work, then:
 - a. Such employee shall upon completion of probation, if one is served, receive one-half (1/2) day sick leave for each eighty (80) hours worked and one (1) day of vacation leave for each 208 hours worked from the earliest date of employment followed by uninterrupted work.
 - b. Such employee upon completion of probation, if one is served, shall have his/her seniority and longevity credit date established by dividing the total number of hours worked from the first date of employment followed by uninterrupted work by the normal daily hours rounded up to the nearest full day. (Example: a crossing guard worked five (5) hours per week for 52 weeks. 5 hours x 52 weeks = 260 total hours worked. 260 hours divided by 8 hours = 32.5 days. This employee's seniority and longevity credit date would be established at 33 work days prior to the employee's date of appointment to permanent status.)
 - c. Base salary increases shall be related to the date of permanent appointment.
 - d. For the purposes of Section 5, an interruption of work is defined as a period of time exceeding six (6) pay periods.
6. The Employer agrees to make assignments to summer corners among those who volunteer for such assignments, provided there are sufficient numbers of volunteers.
7. The Employer agrees to notify Crossing Guards of their school corner assignments on August 15th of each year or on the date of orientation whichever is earliest.
8. Seniority: Crossing Guards accrue seniority based upon their length of service with the City. Seniority shall be used in making assignments, reductions and other employment related determinations.

- B. Death in the Immediate Family: Employees shall be allowed three (3) consecutive work days leave with pay in the event of the death of such employee's father, mother, wife, husband, children, father in law, mother-in-law, brother and sister, step-brother, step-sister, step parents, grandparents, spouse's grandparents, brother-in-law and sister-in-law, step children, or grandchildren. Bereavement leave for a family partner shall be granted as referred to in Article 14 D (1) of the contract.
- C. Crossing Guards may hold other City employment, however, they are not eligible to work in any other position whereby the combination of the normal hours scheduled in the two (2) positions causes the employee to exceed the contractual standard for overtime compensation. The hours worked as a Crossing Guard shall not be used in determining their employee status pursuant to Article 8 A.
- D. Life Insurance: The Employer will continue to provide a Group Life Insurance Plan at least equal to the State Group Life Insurance Plan on the same shared cost basis during the life of the Agreement.
- E. Wisconsin Retirement Fund: The City shall pay to the Wisconsin Retirement System 100% of the required employee contributions. Beginning with the pay period including January 1, 2012, the City and employee shall each pay an amount equal to one-half of the total contribution rate approved by the Employee Trust Fund Board.
- F. Health Insurance: The Employer shall continue to pay fifty percent (50%) of the Employer's contribution specified in Section 15.01 toward the monthly family and single health insurance premium for all employees for whom the Employer had made such contribution on or before May 1, 1982. The Employer's contribution shall cease during the summer recess.

For all other Crossing Guards, if otherwise eligible, the City of Madison shall make such contribution as may be required by the Group Insurance Board and/or Department of Employee Trust Funds rules towards premium costs of eligible employees. Any dispute regarding eligibility and contribution level shall be determined by the Group Insurance Board or Department of Employee Trust Funds.

- G. Uniforms: The City shall provide the following protective clothing to Crossing Guards:
1. A safety vest
 2. An orange raincoat
 3. An orange parka

The City will provide a clothing allowance of up to \$115 per year towards the purchase of hats, scarves, sweaters, gloves, waterproof pants and boots. The City shall replace items damaged as a result of performance of duty. Items lost or damaged due to proven negligence by the employee shall be replaced by the employee at his/her own expense. Newly hired Crossing Guards shall not be eligible to receive reimbursement during the first month of employment. Upon completion of their first month of employment, the clothing allowance shall be retroactively applied.

H. Unemployment Compensation: The Employer will provide Unemployment Compensation in accordance with applicable Wisconsin Statutes.

I. Holidays: All Crossing Guards shall receive the following holidays at straight time:

1. Martin Luther King, Jr. Day
2. Memorial Day
3. Each of the two (2) days of the WEAC Conference
4. The one (1) day teacher in-service program
5. Labor Day
6. Thanksgiving
7. Friday after Thanksgiving
8. One (1) day Southern Wisconsin Education Conference

If they are scheduled to work on any of the above dates, such pay shall be in addition to their work time. Such pay shall be contingent upon the employee working his/her full assigned work shift on the work day preceding and following the days indicated above.

J. Discipline: Employees may be disciplined or discharged only for just cause after serving a six (6) cumulative months probationary period.

K. Salary Schedule: Crossing Guard employees shall be hired at the minimum step and shall progress to the next highest step upon completion of a total of one (1) year's service. In computing annual increments for step purposes, service credit shall be granted on a monthly time period basis, with such credit based upon uninterrupted scheduled employment. Crossing Guards hired for the normal school year shall receive service credit for (effective with the 2006-2007 school year, one (1) year), if such employees perform continuous, regularly scheduled hours of work during the school term, and upon returning in the fall of the same year, shall carry such service time over to be applied during the then current school term. If employees do not return to regularly scheduled work within a one (1) year period after termination, such service credit shall not be accumulated and credited for past service. The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The City will meet and confer with the Union prior to any reduction in wages. Effective the last pay period of December 2014, the City will not reduce wages, and may implement a wage increase not to exceed 3%.

CROSSING GUARDS CG 83	WAGES
STEP 1	15.12
STEP 2	16.12
STEP 3	16.94
STEP 4	17.84

- L. Traffic Cones: Crossing Guards who are required to transport cones to their location of assignments will be paid an additional fifty cents (\$.50) per hour for hours worked.
- M. Transfer of Operations: Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
- N. Grievance: Crossing Guards shall have the right of grievance and arbitration for the purpose of enforcing the benefits and rights set forth in this Agreement.
- O. Bus Passes: Crossing Guards are entitled to purchase bus passes on the same basis as provided in Article 16 of the contract.

APPENDIX G EMPLOYEE CONTRACT GRIEVANCE REPORT

Instructions:

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

Grievance Step - Circle One		
1	2	3

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION	EMPLOYEE'S HOME ADDRESS	
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement.			DATE OF ALLEGED GRIEVANCE
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE	DATE FILED WITH EMPLOYER	
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED