

AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
CITY EMPLOYEES LOCAL NO. 236
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

FOR THE PERIOD
MARCH 16, 2014 TO DECEMBER 31, 2014

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2014 AGREEMENT

CITY OF MADISON AND
CITY EMPLOYEES LOCAL NO. 236
LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

PREAMBLE

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 City Employees Local 236, Laborers International Union of North America, 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 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 and collaboration 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 expressed 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 and continuing to provide the high quality of service which our citizens expect. 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, race, age, individuals with disabilities, national origin, Union or non-Union affiliation or in the application or interpretation of the provisions of this Agreement. The parties agree that except for Union affiliation or non-affiliation any alleged discrimination shall not be subject to the grievance and arbitration procedure contained herein but shall be processed under appropriate municipal, state or federal procedures. Wherever a personal pronoun is referred to in the Agreement, the intent is to apply to either sex.

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 Local 236 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 procedures of this Agreement.

Duplicated Proceedings: A grievance alleging a violation of this Section shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, State or municipal law or regulation.

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.

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 the party may determine. No consent from either party shall be required in order to name a negotiator or negotiators.

ARTICLE III
RECOGNITION AND UNIT OF REPRESENTATION

A. Recognition

The City recognizes the Union as the exclusive collective bargaining agent for the appropriate bargaining unit as defined in Appendix A and Appendix C, attached hereto and made a part hereof or as defined in appropriate "Certification of Representatives" promulgated by the Wisconsin Employment Relations Commission for the purpose of engaging in conferences and negotiation with the City on all questions concerning wages, hours and conditions of employment.

B. Unit of Representation

In the event new positions not currently covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be subject to the agreement of the parties in the bargaining unit. Employees appointed to such positions shall be deemed part of the bargaining unit represented by the Union, and covered by the Agreement between the Union and the City.

ARTICLE IV
UNION ACTIVITY

A. Union Conferences and Conventions

Upon written notice by the Union to the Employer (at least three (3) weeks in advance of the first date of the requested leave), six or less members of the Union, selected by the Union to participate in Union-called state or national conferences, conventions and schools, or to run Local 236 elections shall be granted a leave of absence without pay, not to exceed two weeks provided that the absence of said Union members will not, in the opinion of the department or division head, be detrimental to the operation of municipal government. Leave granted under this section shall not break seniority.

B. Union Negotiating Committee

The Union shall advise the City of the names of its negotiators. The Union shall be allowed a total of five (5) employees to engage in negotiations during the employees' regular working hours.

C. Limitations Upon Union Activity

1. Union officers shall conduct Union business off the job as much as is reasonably possible; however, Union officers or stewards may post Union notices, meet with Employer representatives on grievances or engage in discussion(s) on contract administration for reasonable periods of time. Union officers or stewards may confer with employees for the purpose of grievance investigation for reasonable periods of time provided that permission is first secured from the appropriate supervisors.

2. No Union meetings shall be held while drawing City pay.

D. Bulletin Boards

The City shall provide one bulletin board and allow the Union use thereof, at each of the agreed locations. 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.

The agreed locations are as follows:

FLEET SERVICE	Above the time clock
STREETS	Badger Road, in Lunch room Sycamore site, in Lunch Room Resource Recovery Plant
ENGINEERING	Emil Street

10. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the City, its employees or officers, or any labor organization among City employees. No material, notices, or announcements which violate the provisions of this section shall be posted.

E. Dues Deduction - Fair Share

1. The City agrees to deduct monthly, Union membership dues from the pay of those employees who individually request, in writing, that such deductions 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 monthly 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 a monthly sum (fee) from the pay of employees within the bargaining unit who do not desire to become members of the Union as their proportionate share of the cost of the collective bargaining process and contract administration.
3. In the event that an employee shall not have sufficient earnings due him during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that month. The provisions of this Article shall be subject to the duty of the Wisconsin Employment Relations Commission.

ARTICLE V EMPLOYER /EMPLOYEE SECURITY

A. Employer Security

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, resignations, absenteeism, the willful absence from one's position, sympathy strikes, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. In the event that the City informs the Union that any employee(s) have violated this Article, the Union shall immediately notify any such employee(s) in writing to cease and desist from such action and shall instruct them to return immediately to their normal duties. Any or all employees who violate any of the provisions of this Article may be subject to penalties prescribed by law or otherwise disciplined or discharged.

B. Employee Security

The City will not lock out employees.

ARTICLE VI MANAGEMENT RIGHTS

The Union recognizes the prerogatives 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 hire, to manage and direct the employees of the City.
- B. To schedule, promote, transfer, assign, train, or retrain employees in positions within the City, in accordance with the provisions of this Agreement.

- C. To suspend, demote, discharge, or take other appropriate disciplinary action for just cause.
- D. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees.
- E. 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 purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, limited-term, emergency, part-time, seasonal, or military leave replacement employees.
- F. The City has the right to schedule all overtime.
- G. 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.
- H. It is understood by the parties that every incidental duty connected with operations enumerated by job descriptions is not always specifically described. Nevertheless, it is intended that all such duties for the jobs within the bargaining unit shall be performed by the employee. This definition shall apply to the term "Related Duties" as used in the job description.
- I. 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.
- J. 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.
- K. In addition to all other exceptions, disputes or differences regarding reclassifications of positions, promotions of employees and elimination of positions are expressly not subject to arbitration of any kind notwithstanding any other provision herein contained.
- L. The City retains the right to establish reasonable 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 7 of this Agreement.

ARTICLE VII 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: Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step One of this procedure.
3. Procedure: Grievances shall be processed in the following manner; however, only grievances commenced during the term of the Agreement shall be processed. Time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement between the Union and the Labor Relations Manager.
4. Grievances shall be filed on the Grievance Form supplied by the Employer.

Step One: If an employee has a grievance, he or the Union shall present the grievance in writing to the immediate supervisor or his designated replacement, either alone or accompanied by a Union representative within fourteen (14) calendar days of his knowledge of the occurrence of the event causing the grievance but not later than thirty (30) calendar days from the time of the event. The supervisor shall give a written answer within fourteen (14) calendar days. If the supervisor fails to respond within the specified time period, such failure may serve as cause to advance the grievance to the next step in the grievance procedure.

Step Two: The grievance shall be considered settled at Step One unless within seven (7) calendar days after the immediate supervisor's written answer is due the grievance is again reduced to writing and presented to the Division Head along with the immediate supervisor's response. The Division Head may confer with the aggrieved employee and the Union, and such other people he deems appropriate before making his determination. Such decision shall be reduced to writing and submitted to the aggrieved employee, the Labor Relations Manager, and the Union within fourteen (14) calendar days from his receipt of the appeal of the immediate supervisor's decision. In cases which involve the interpretation of the contract the aggrieved employee may submit the grievance along with the response of the Division Head to the Labor Relations Manager within seven (7) calendar days of receipt of the Division Head's response. The Labor Relations Manager shall issue his written opinion within fourteen (14) calendar days.

Step Three: If the grievance is not settled at Step Two, the Employer and/or Union may submit the grievance to an arbitrator as hereinafter provided.

B. Final and Binding Arbitration

Arbitration may be utilized only when issues arise between the parties hereto with reference to interpretation, application, or enforcement of the provisions of this Agreement.

In the event that this Agreement is terminated for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any grievance or arbitration proceedings which were properly commenced prior to termination of this Agreement.

No issue whatsoever shall be arbitrated or subject to arbitration unless it results from an action or occurrence which takes place following the execution of this Agreement and no arbitration, determination, or award shall be made by an arbitrator, which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination date of this Agreement.

The arbitrator shall render his/her award within thirty (30) calendar days of the close of the hearing or the agreed upon date for the submission of post hearing briefs.

The arbitrator shall notify the parties in writing of any need to extend the thirty (30) calendar day time limit as set forth above.

No item or issue may be the subject of arbitration, unless such arbitration is formally requested within thirty (30) calendar 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) calendar days prior to the presentation of the grievance in Step One as herein provided or the date of occurrence, whichever is later, but in no event, shall it be retroactive for any period prior to the execution of this Agreement.

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 seven (7) calendar 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.

Either party may within seven (7) calendar 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.

If the Union does not make a good faith effort to select an arbitrator and fails to make a good faith effort to schedule the arbitration hearing within six (6) months of the date the panel was submitted to the parties the grievance shall be considered moot.

If the parties mutually agree, a staff member of the Wisconsin Employment Relations Commission shall serve as arbitrator. In that event, no other provisions contained herein related to arbitrator selection shall apply.

The parties shall within seven (7) calendar days of receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The first party to strike shall be decided by a flip of a coin.

The arbitrator shall neither add to, subtract 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.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

All expenses which may be involved in the arbitration proceeding shall be borne by the parties equally. However, expenses relating to the calling of witnesses or any other similar expenses associated with such proceeding shall be borne by the party at whose request such witness or depositions are required.

If either party requests that a stenographic record of the hearing be made and transcripts provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and arbitrator. If either party fails to appear, or cancels the proceeding causing a late cancellation fee, that party shall pay the cancellation fee.

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 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 arbitrable under the express terms of this Agreement. Once it is determined that the dispute is 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 298 of the Wisconsin Statutes, where not in conflict with the Agreement.

ARTICLE VIII JOB PERFORMANCE STANDARD

Employees shall be required to perform their assigned duties in an orderly and workmanlike manner, at a rate and level which is at least equal to the average level of performance of

employees in the same or similar classifications within the respective Divisions of the bargaining unit.

ARTICLE IX PROBATIONARY PERIOD

- A. All newly hired employees shall be on probation for the first twelve (12) months of employment or any extension thereof and shall during that period, have all the rights provided in this Agreement except the right to appeal a suspension or discharge.
- B. The Employer shall evaluate the employee at the conclusion of each three (3) months of employment. The Employer shall discuss the evaluation with the employee and the employee shall sign it and receive a copy. The final 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.
- C. Any employee who is retained in a position covered by this Agreement beyond twelve (12) months shall be considered to have successfully completed his/her probationary period, at which time the employee shall be certified as "permanent" or "terminated".
- D. Probationary employees in the Street Division shall not be eligible for sign off procedures for East or West during their probationary period.
- E. There shall be an automatic day-for-day extension of the probationary period for any authorized absences exceeding six (6) days of sick leave or three (3) days of absence without pay. Any part of a day shall be deemed one (1) entire day for the purpose of this section.
- F. This Article shall not be construed to the effect that any probationary employee may not be terminated prior to the conclusion of the probationary period.

ARTICLE X PROMOTION - TRIAL PERIOD

A. Promotion

Is advancement of an employee occupying a permanent position to a higher vacant permanent position within the bargaining unit with a higher salary range. Employees transferring into unit shall serve a six (6) months probationary period before being eligible for promotion.

B. Trial Period

In cases of promotion or competitive demotion the employee shall serve a trial period of six (6) months following the date of promotion during which time the employee shall be entitled to return to his/her former position if either the Employer or the employee so decides. This provision shall also apply to employees promoted to City positions outside the bargaining unit. The length of the trial period shall not affect the normal progression through the salary range.

Upon completion of the trial period, the Employer shall either certify the employee as "permanent" in the new position or return him/her to his/her former position.

C. Promotional Procedure

(For Apprentice Mechanic, see Attachment I.)

1. Posting: When the Employer elects to fill a vacant position in the table of organization, by Departmental promotion, the position will be posted on a bulletin board for a period of five (5) working days prior to the filling of such position. Interested employees of the bargaining unit may apply by filing an application with the Human Resource Department. Consideration shall be given first to employees of the division in which the vacant position exists. If less than three (3) employees apply for each posted position, consideration may then be open to all divisions in the bargaining unit.
2. Examination: The Employer may elect to administer an examination of a written, oral, or practical demonstration nature, whichever is appropriate.
3. Employee Evaluation: Evaluations will be made for the twelve (12) month period immediately preceding the promotional opportunity and within the particular group of candidates for a particular position.
4. Seniority: Credit will be based upon continuous full time service with the City.
5. Ranking Score:
 - a. Exam - The exam will have a maximum point factor of 33-1/3.
 - b. Employee Evaluation - The evaluation factor will have a maximum point value of 33-1/3.
 - c. Seniority - Each year of continuous full time service will be credited with one point up to a maximum of 33-1/3 years.

The maximum possible composite score is 100. Veterans preference points will be applicable in accordance with Civil Service provisions. The Employer shall consider for appointment the applicants with the four (4) highest composite scores.

In the event that the Employer wishes to transfer physically disabled employees including employees not represented by the Union to suitable position vacancies in the bargaining unit, the Employer may do so without regard for the provisions set forth in this Agreement.

D. Career Ladder-Engineering Division

Street and Sewer Maintenance Worker 1 employees in the Engineering Division shall, upon successful completion of a full probationary period, be classified as Street and Sewer Machine Operator 1.

ARTICLE XI
SENIORITY - LAYOFF - RECALL

A. General Seniority

1. General seniority shall be defined as an employee's total continuous time of service with the City less any time on leave of absence without pay or any time on layoff status. 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. If ties occur, cutting cards will determine the tiebreaker.
2. Employees serving their initial probationary period who are displaced by layoff shall be terminated without bumping rights.
3. Continuous service and seniority shall be considered broken when an employee is absent from duty without authorization for three (3) consecutive days, resigns, or is discharged for any justifiable cause.

B. Layoff

1. When a decrease of force occurs for any reason in any job classification and range number, the employee with the least general seniority in the affected job classification shall be displaced first. Such displaced employee may on the basis of his general seniority, and provided he has the ability to do the work, displace the most junior employee in any job classification in an equal or lower grade within the division. An employee who is eligible to bump into a lower position shall be placed at the salary step in the lower position which most closely corresponds but does not exceed the employee's current salary.
2. Permanent employees affected by such layoff 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 a case of a senior employee displacing a junior employee. In any case, no notice will be given under situations caused by conditions beyond the control of the City. Displaced employees shall have forty-eight (48) hours after receiving notice to exercise whatever options may be available to them. If a decision is not made within the 48-hour period, said employee shall be deemed to have been laid off by the City.
3. No permanent employee shall be laid off because of lack of work or funds from any position while any limited term, temporary, provisional, or probationary employee is employed in a position of the same classification in the division.

C. Recall

1. Employees who are laid off or displaced shall be placed on a recall list for a period of twenty-two (22) months, after which all recall rights are terminated. Should a vacancy, authorized to be filled by the Employer, occur in the position from which an employee(s) was laid off or from which an employee(s) was laid off

or displaced, said employee(s) shall be recalled to that position in order of their general seniority.

2. Such employees shall be notified by certified mail addressed to the last address appearing on the City's records. Employees so recalled shall report for work within seven (7) calendar days from the date of mail certification. Failure to report to work or the refusal of an offer of reemployment shall terminate an employee's rights to recall.
- D. Employees who were at one time represented by the Union and immediately thereafter were promoted to a supervisory or managerial position shall not retain those rights set forth in paragraphs 11(B) and 11(C) of this Article.

ARTICLE XII HOURS OF WORK

A. Scheduled Work Week

1. The "normal" work day for members of the bargaining unit represented by the Union shall be in accordance with the shifts detailed in Schedules A, B-1, B-2, and C and D, attached. The normal work week shall be five (5) consecutive eight (8) hour work days from Monday through Friday with twenty (20) minutes for lunch on the job, except as specified in said Schedules A, B-1, B-2, C and D. Work performed in excess of those hours included in the normal work day and normal work week shall be compensated at the rate of time-and-one-half (1-1/2) except:
 - a. For work assignments to employees for replacements to cover other employees who are absent, which assignments shall be made at the discretion of the City.
 - b. That in the event of seasonal work assignments, employees so assigned shall assume the normal work day and normal work week of their newly assigned duties.
2. The City shall, before making any permanent shift changes, notify the Union, in writing, at least thirty (30) calendar days prior to the anticipated date of said shift change, and shall demonstrate the reason(s) for the anticipated shift change to the Union. If the parties mutually agree, less than thirty (30) calendar day notice may be given.

The City shall confer and negotiate with the Union with respect to the impact of said anticipated shift change and shall demonstrate the reason(s) for the anticipated shift change to the Union. The parties shall attempt to reach agreement with regard to all such shift changes.

When the City and the Union are in agreement regarding a shift change, employees affected shall be given a ten (10) calendar day notice of their new work shift. When all parties are in agreement, the ten (10) calendar day notice shall not be required.

In the event that the City and the Union cannot agree on proposed shift changes, the City reserves the right to implement all reasonable shift changes and the Union reserves the right to submit the questions of the reasonableness of said shift change to the grievance procedure.

3. When questions arise regarding a transfer to a vacant job assignment, regarding a permanent transfer of an employee from one shift to another or otherwise regarding a new opening on an existing shift, the most senior qualified employee within the classification in the affected division who desires to transfer shall receive such transfer. If no qualified employee desires to transfer to an open job assignment, such assignment will go to the qualified least senior person in the classification. The above provision shall not apply to the Engineering Construction Sections (Construction Inspector 1, Construction Inspector 2, Engineering Aides) or day-to-day assignments.

B. Lunch Period Schedule Provisions

1. Street Division and Engineering Division, Sewer Maintenance and Construction Crews: It is agreed that when an employee is required to work or remain away from his work station during the lunch period, he will be given twenty (20) minutes for lunch on the job and will be required to work a total of eight (8) hours, which includes the lunch period.
2. Construction Inspection and Survey Crews, Engineering Division: It is agreed that the work site shall be the employee's work station. Said employees shall receive twenty (20) minutes for lunch at the job site and will be required to work eight (8) hours including the twenty (20) minutes taken for lunch.
3. Fleet Service: It is agreed that the employees in the Fleet Service will continue at their present schedule arrangements as they pertain to lunch periods which schedule is attached as Schedule A, except when the applicable conditions of Subsection A of this section are in effect.
4. Department and/or Division Heads may effect reasonable lunch period schedule changes upon twenty-four (24) hours notice to the employee(s) affected.

ARTICLE XIII
PAY POLICY

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

A. Overtime

Shall be defined as authorized work performed in excess of the normal work schedule as set forth in Article 12. Authorized leave shall be deemed work time for the purpose of this Article.

1. Compensation for overtime work shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay or compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

2. Subject to budgetary restriction, pay or compensatory time off shall be provided for overtime worked at the option of the employee. Compensatory time off accumulation shall not exceed a total of eighty (80) hours total, excluding the Engineering Division, and the Fleet Service. The Compensatory time off accumulation shall not exceed a total of sixty (60) hours total for the Fleet Service.
3. The employer may assign an employee to work more than eight (8) consecutive hours in any one day, but in no case more than sixteen (16) hours, except in cases of emergency and by mutual consent. Employees may decline any hours of overtime in excess of sixteen (16) consecutive hours without penalty.
4. Occasional overtime assignments shall not constitute a work schedule change. No employee shall be discriminated against for any reasonable inability to work overtime, provided sufficient employees are available to meet the requirements of the employer. If such is not the case, the junior employee within the job classifications required who is capable of satisfactorily performing the work shall be required to accept such overtime assignment.
5. Overtime "pyramiding" shall be prohibited in that weekly overtime premiums shall not be paid for hours covered by daily overtime premium payments.
6. Accrued compensatory leave time shall be taken at a mutually agreeable time.
7. In the last pay period of the year, all accrued compensatory time in excess of eighty (80) hours shall be paid. (Note: This Paragraph (7) applies only to Engineering Division.)
8. 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. A verbal request and/or a telephone call shall constitute an offer of an overtime assignment regardless if the employee works the overtime or not.
9. Notwithstanding any other provision of the Agreement to the contrary, the overtime provision shall not apply for work performed on regularly scheduled shifts in the Engineering Division, Sewer Engineering Emergency Crews as detailed on Schedule B-2 for the Engineering Division.

B. Overtime Reporting Pay

Employees who are called in or scheduled for overtime work and report for such work, and whose assignments are subsequently canceled either at the start of the work period or during the first two (2) hours of the work period, shall be granted a minimum of two (2) hours call-in pay.

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. Employees reporting for call-in

assignments shall commence to accrue overtime twenty (20) minutes before they report, such time shall be included in the two (2) or three (3) hour call-in minimum, provided the employee reports for duty within one (1) hour from the time of the call-in.

C. Extended Duty Hours

All continuous hours worked in excess of twelve (12) consecutive hours shall be compensated at two times the employees' regular rate of pay.

D. Holiday Work

Employees performing authorized work on a contract-designated holiday shall be compensated at the rate of double (2) times the employee's regular rate of pay for such hours worked in addition to the holiday pay or compensatory time off. The double-time provision shall apply only to the actual calendar date of the holiday.

E. Shift Differential

Permanent employees performing authorized work between the hours of six (6:00) p.m. and six (6:00) a.m., and on a contract designated holiday, shall be paid a premium of seventy-five (75) cents per hour. Employees performing authorized work on Sunday shall be paid a premium of one dollar (1.00) per hour. These shift differential premium(s) shall not be subject to overtime provisions of this Agreement.

F. 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 percent (3%) 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. For purposes of longevity pay, authorized leaves of absence without pay in excess of six (6) days, and any time spent on lay off status, shall not act to break the conditions of continuous employment as it applies to this Article. Nor shall such time be considered employment in determining qualifications for the periods of employment set forth in 13(F)(1) of this Article.
4. All longevity payments of this Article shall be made only in compliance with the existing rules of the Employer.

G. Classification Pay

Whenever employees are assigned the full duties and responsibilities of a higher classification, an additional fifty (50) cents per hour for each range difference shall be applied to the employee's regular rate of pay. For the purpose of this provision, salary ranges with alphabetic extensions shall not apply.

Employees assigned to the classification of Street Machine Operator I shall receive fifty (50) cents per hour when assigned to operate a side loader refuse truck or a recycling truck. Beginning on the last day of the last pay period of 2011, those employees assigned to automated refuse or recycling truck are not eligible for this premium pay.

H. Salary Reductions

In the event a regular employee is moved from one position to another position in the same or similar classification and same pay range, the then current salary step and anniversary date shall carry from one position to another.

In the event a permanent employee is moved from one position to another position in another class that has a lower salary range maximum, his salary shall be placed in the lower range at the step which will equate with his current salary, but not to exceed the maximum of that range. The employee's anniversary date will remain the same as though the change in classification had not occurred.

I. Time Usage

For the purpose of calculating pay when an employee uses vacation, comp. time or sick leave. This time shall be calculated by the minute and the employee may use these leave times by the minute.

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 the probationary period. However, after satisfactory completion of six months of an employee's initial twelve-month probationary period, he/she will be eligible to take accrued vacation not to exceed five days.
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:
 - a. 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.
 - b. When an employee successfully completes the initial six (6) months of the probationary period in December or within the first six (6) months of a calendar year.
3. Vacation leave shall be accrued on the basis of continuous service, including period(s) of paid leave time. Authorized leave(s) of absence without pay in excess of fifteen (15) working days and periods of lay off shall not qualify as service time.
4. Vacation leave schedules shall be developed by the Employer and all such leave shall be subject to the staffing requirements of the Employer.
5. Vacation leave shall be granted at the rate of:
 - a. Two (2) work weeks after one full year of continuous full-time service; or,
 - b. Twelve-and-one-half (12-1/2) work days per year after completion of three (3) years of permanent continuous full-time service; or,
 - c. Fifteen (15) work days per year after completion of seven (7) years of permanent continuous full-time 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; or,
 - f. Twenty-five (25) work days per year after completion of nineteen (19) years of permanent continuous full-time service; or,
 - g. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of permanent continuous full-time service.

6. Eligible employees shall accrue a proportional part of their vacation eligibility upon the completion of service for each pay period. Vacation earned through a calendar year may be taken during each year. However, should an employee's service be terminated prior to the end of the year, he shall reimburse the City for any unearned leave he has taken. There shall be deducted from his last wages an amount sufficient for that purpose.
7. Eligible employees shall adhere to the existing rules of the Employer in applying for vacation.
8. Full vacation balances and unused floating holidays shall be paid in the year in which an employee retires or dies.
9. Subject to the vacation leave schedules authorized by the Employer, an employee may select up to ten (10) vacation leave periods for the period February 16th of one year to February 15th of the following year on the basis of seniority provided that such vacation leave selections are submitted to the Employer no later than February 15th. If two or more employees desire the same leave period(s) during the initial selection of vacation leave periods, the senior employee shall be given preference. A vacation leave period shall be defined as a continuous period of an employee's regular shift. Once initial vacation leave periods are selected, seniority shall not prevail.
10. The parties agree that each permanent employee will buy back 2 vacation days in the 2014 calendar year. This buyback will not result in any additional vacation beyond what is provided for in the 2011 to 2014 collective bargaining agreement. The purchase shall be accomplished through a biweekly payroll deduction equal to .8 hours of pay beginning in pay period 7 and terminating upon completion of pay period 26 in 2014. Employees shall take the 2 vacation days in the calendar year in which they are purchased, and no carryover of the purchased vacation and floating holidays will be allowed. The buyback will be deducted from post tax wages and will be considered WRS earnings.

If, by operation of law, a tribunal of competent jurisdiction determines that the vacation buyback may result in the payment of overtime to employees or in any way require the City to compensate employees for the vacation buyback as detailed, then the remainder of this Agreement and any addenda shall not be affected and the parties shall enter into discussions for the purpose of arriving at concessions equal to a 3% reduction of base wages.

B. Sick Leave

All permanent full-time and permanent part-time employees shall be eligible for sick leave benefits for absences necessitated by their own or immediate family member's 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, and when serving as a pallbearer.

The term "immediate" family shall be defined as: Father, Mother, Husband, Wife, Children, Father-in-law, Mother-in-law, Brother and Sister, Step-parents, Grandparents,

Spouse's Grandparents, Brother-in-Law, Sister-in-Law, Stepchildren or Grandchildren. All sick 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) day per bi-weekly pay period of service.
2. Sick leave credits may be accumulated to a total not to exceed 150 days.
3. During the initial employment probationary period, permanent full-time employees may draw in advance on 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. Upon request, submit a physician's certificate for any absences which exceed an accumulation of six (6) days in a calendar year (January 1 – December 31), which are not related to a major illness or injury confirmed by a physician. Any absence supported by a doctor's statement shall not be counted towards the six (6) days. Apply for sick leave benefits in compliance with the rules of the Employer.
5. Sick Leave Insurance Conversion: Members of the Union retiring on or after October 1, 2006, shall participate in the City's newly adopted Post-Retirement Sick Leave Conversion Medical Reimbursement Plan, or the City 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 236 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 D 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 valued at \$2,000 or more on the date of their retirement will participate in the Plan. Any balance of less than \$2,000 will be paid as taxable income.

To “retire” and be eligible for this Plan, an employee must be a Local 236 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 multiplied by the regular hourly rate of pay in effect at the 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 paragraph e 2 of this agreement. 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 paragraph e 1 of this agreement:

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 un-reimbursed 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, as all proper construction shall dictate.
 - 2) This agreement 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 services 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.
- h. Authority: This policy shall be interpreted and maintained by the Human Resource Director in consultation with the City Comptroller and City Attorney.

6. Employees earning sick leave in excess of 150 days shall receive a cash sum equivalent to the employee's regular salary times 100% of any unused excess days which payment is to be made on the pay day immediately preceding December 25th of each calendar year.

C. Holidays

The following days are established as paid holidays for permanent full-time employees:

New Year's Day	01/01/2014
Martin Luther King, Jr. Day	01/20/2014
Memorial Day	05/26/2014
Independence Day	07/04/2014
Labor Day	09/01/2014
Thanksgiving Day	11/27/2014
Day after Thanksgiving	11/28/2014
Christmas Day	12/25/2014
Three and one-half (3-1/2) Floating Holidays	

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 or division 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 unit supervisor. In the event an employee is late for work, leaves work early and/or is in an unpaid status on the regular work day before or the next regular work day after a holiday, the employee will have an amount of holiday pay reduced, on a minute for minute pro-rated basis, equal to the amount of time the employee was without pay.

2. Employees required to perform work on the designated holidays shall be compensated as per Article 13, Section D.
3. In the event that any of the designated holidays falls on Sunday, the following Monday shall be observed as the holiday. If any of the designated holidays falls on a Saturday, eligible employees shall be granted a day off at a time which is agreeable to the employee and the supervisor. However, the double time pay provision shall apply only to the actual calendar date of the holiday.

D. Death in the Immediate Family

1. Permanent full-time employees shall be allowed up to three (3) consecutive work days leave with pay in the event of the death of such employee's spouse or designated family partner, or the employee's, the employee's spouse's or family partner's; mother, father, children, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, step-parents, step-children, grandparents, or grandchildren. The granting of such leave shall be contingent upon the employee's attendance at the funeral services.

The leave provided under this provision is not to be considered as vacation or holiday leave. It is leave provided for obvious reasons related to the death of a close relative. Employees are urged to exercise good judgment in deciding the amount of time off that is necessary.

2. In the event of the death of a member of the employee's family, included or other than those set forth in Paragraph 1 of this Section, leave may be granted at the discretion of the Department or Division Head and such leave shall be charged against the compensatory time or vacation balance of the employee. In the absence of compensatory time or vacation balance, the leave may be charged to accrued sick leave. In the event that the employee's compensatory time, vacation, and sick leave balances are exhausted, the Department or Division Head may authorize up to three (3) days of vacation leave use from the vacation leave to be earned by the employee the following year and which would create a negative vacation leave balance until the end of the year.

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 three (3) weeks or a period of fifteen (15) work 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 national or international civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed three (3) calendar weeks or fifteen (15) working days.
3. Employees granted a leave under Paragraphs 1 and 2 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.
4. Any employee who has exhausted his/her leave under 14(E)(1) or (2) in any calendar year and who needs additional leave during the federal fiscal year that "overlaps" the last one-quarter of the calendar year may use any or all of the military leave available for the subsequent calendar year for purposes of such additional leave; provided, however, that no such employee may use more than the leave available in the subsequent year.

F. Jury Service Leave

1. Employees who are called to 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 1 of this Section shall be eligible for reimbursement of lost salary, in the following manner:
 - a. Employees called for jury duty shall be responsible for notifying his/her supervisor as soon as he/she receives notification to report for jury duty. As required, the employer shall change the employee's shift to correspond with normal jury duty schedules. Each day of jury duty shall equal one work day.
 - b. When the fee paid for jury service, exclusive of transportation expenses and meals, is less than the salary paid by the City, for a comparable period of time, the City shall reimburse the employee for the difference.

G. Leave of Absence Without Pay

1. Department heads may, in appropriate circumstances, grant a leave of absence without pay, limited to twelve (12) working days.
2. Leave of absence without pay in excess of twelve (12) working days may be granted subject to the written approval of the Human Resource Director.

H. Disability Leave of Absence

1. Those employees incurring non-duty incurred disabilities shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, in accordance with the following procedures:
 - a. The employee shall apply for such leave, in writing, to the Human Resource Director.
 - b. The employee shall submit a physician's report including a statement regarding the nature of the disability and whether or not the employee is able to work.

- c. The employee shall submit to the Human Resource Director a physician's statement of release for work before returning to work.
- d. During the leave, the City will continue to make its normal contribution towards health insurance premiums.

I. Paid Leave Time

1. Employees shall be given one-half (1/2) day off on December 24 & December 31 of each year of this agreement, provided these days fall on a week day (Monday through Friday). If special circumstances require the employees to work, those persons required to work on these half-days shall be granted one-half (1/2) day compensatory time off at a mutually agreeable time. When December 24th and December 31st falls on either Saturday or Sunday, employees shall be provided a one-half (1/2) day of paid leave in lieu of the benefits provided herein. Hours earned under this provision will be added to the employee's vacation leave balance. If employees work in excess of one-half (1/2) day (four [4] hours), equal amount of comp time shall be granted at a mutually agreeable time.
2. On the paid leave day half days of December 24th and December 31st, employees working the 2:00 p.m. - 10:00 p.m. or 1:30 - 9:30 pm. (Fleet Service) or 2:30 p.m. - 10:30 p.m. (Streets Division) shifts will have their work schedule adjusted to the hours of 10:00 a.m. - 2:00 p.m. or 9:30 a.m. - 1:30 p.m. (Fleet Service) or 10:30 a.m. - 2:30 p.m. (Streets Division).
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) day compensatory time off at a mutually agreeable time. This provision shall not be operative for December 24th and/or December 31st when those days fall on a Saturday or Sunday.
4. All compensatory time granted under this Section shall be on a straight time basis.

J. Family Leave Laws

Eligible employees shall be granted leaves of absence pursuant to the Wisconsin Family Leave Act and the Federal Family Leave Act. The parties agree that any dispute that may arise relative to the administration of this section shall be processed only in accordance with the exclusive remedy procedures set forth in above-mentioned acts.

ARTICLE XV
INSURANCE - RETIREMENT

A. Health and Hospital Coverage

1. Effective January of 2014, the City will pay up to 88% of the average Qualified Tier 1 health insurance plan from the health care providers offered in the Wisconsin Public Employer's Group Health Insurance plan's Dane County service area, for family or single coverage.
2. The dollar amount of the City contribution set forth in paragraph 3 above shall:

- a. survive the expiration date of this agreement,
 - b. represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement,
 - c. serve as the basis for the negotiation of a successor collective bargaining agreement.
3. The City shall retain the right to change insurance carriers and/or administrators. During the term of this Agreement benefits provided under the health insurance plans may be changed by the City without agreement of the parties.
 4. Registered domestic partners shall be covered by 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 which offers that benefit.
 5. On or about January 1 of each year, the City shall make a contribution to the Local 236 retiree health insurance trust fund. On the date of the wage increase for 2009, and on the date of any wage increase each year thereafter, the amount will be adjusted by the percent of wage increase negotiated. Barring any wage increases, the City contribution moving forward into 2015 and future years will be \$255,356. However, the one time deduction for the overages from 2012-2014 will result in an actual 2015 deposit of \$242,316. The City shall be held harmless in the administration of the program, and from making any additional contribution to the health insurance trust fund beyond the amounts stated above.

The money shall not be transferred until the program has been determined to be legally sound.

6. Employees who have spouses who are employed by the City shall not be allowed to maintain two (2) family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual coverage plans or a single coverage plan and a family plan.

B. Life Insurance

The Employer will continue to provide a Group Life Insurance Plan on a shared cost basis.

C. Wisconsin Retirement Fund

The City will pay to the Wisconsin Retirement System the required Employer portion of the contribution rate required by the Employee Trust Fund.

D. Unemployment Compensation

The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.

E. Worker's Compensation

1. 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 was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he was paid prior to such injury. Regular rate of pay is defined as the base rate, as shown in Appendix B, plus applicable longevity pay, if any. Said pay shall include his 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.
2. Supplemental temporary disability payments shall be adjusted only in the event of contractual across-the-board increases in rates of pay as set forth in Appendix B and/or longevity increases while the person is receiving supplemental disability payments. In no event shall supplemental temporary total disability payments be adjusted to reflect any step increases provided in Appendix B.
3. Following the expiration of the injured employee's leave benefits and while the employee is on a leave of absence without pay, the City agrees to continue to make its normal contribution toward health insurance premiums for a period not to exceed twelve (12) months thereafter.
4. Employees injured in accidents arising out of their employment with the City shall be furnished with a copy of any available accident report.

F. Disability Wage Continuation Insurance

The insurance known as the Disability Wage Continuation Plan shall be maintained for all employees. 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 - 10.00	20%
4.01 - 5.00	8.00 - 9.00	40%
5.01 - 6.00	7.00 - 8.00	60%
6.01 - 7.00	6.00 - 7.00	80%
7.01 - +	0 - 6.00	100%

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

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 parties agree that there shall be an opportunity provided in 2002 and in 2003 for employees to participate in a dental insurance program. The parties shall in each case execute a specific Memorandum of Understanding detailing the offering. Each offering may include more than one plan or provider. The Union shall be responsible for presenting the plans to employees or coordinating the distribution of the information with City personnel. All direct costs shall be borne by the Union and/or providers. The City shall accept reasonable indirect costs.

The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to benefits provided or premium rates. The union and employees will be bound by all other legal and plan requirements of the provider. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

ARTICLE XVI
MISCELLANEOUS

A. Protective Clothing

Administration

To avoid inconsistency in the administration of the protective clothing program, the Human Resource Department shall act as the central administrative agent for the City. Benefits provided by the various division(s) shall be recorded with the Human Resource Department.

1. The City will provide five (5) buckle overshoes for employees when they are assigned to sandblasting operations.
2. The Employer reserves the right to require the wearing of approved safety shoes for foot protection. The City will reimburse those permanent employees required to wear safety shoes up to up to eighty dollars and fifty cents (\$80.50) per calendar year. There shall not be more than one reimbursement for each calendar year. Beginning with the 2014 calendar year, up to two consecutive calendar years can be combined for one total reimbursement of up to 161 dollars.
3. Employees assigned to work as the patch crew in the Streets Division will be provided uniforms as determined by the Streets Superintendent.

4. Streets Division employees not currently provided uniforms under 16(A)(3) will receive uniforms in a sufficient quantity to maintain an adequate appearance.

The "Streets Division Uniform Policy," dated June 20, 2001 will be the guiding policy.

The Division agrees to meet with the Union to discuss alternatives to the Division's existing uniform program.

This provision shall expire on December 31, 2001, unless either party gives the other party 30 days written notice prior to December 31, 2001, that the uniform program shall not continue beyond December 31, 2000.

5. All employees for whom uniforms are provided shall be required to wear them. Failure to do so may subject the employee to appropriate disciplinary action.

B. Commercial Driver's License and Driver's License

1. Reimbursement: If an employee is required to acquire or renew a commercial driver's license (CDL) with specified endorsements, the City shall reimburse the employee within thirty (30) days of his/her submittal of the original receipt for the out-of-pocket expense, less the cost of a Class D license. 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.
2. Suspension or Revocation: 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, he/she shall be reassigned to tasks within his/her 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 plus thirty (30) days for Department of Transportation administration, 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 a part of his/her 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 (plus 30 days), the employee will be placed on layoff with no rights to recall.

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

3. Driver's License: In the event an employee's actual work is such that he/she operates a motor vehicle and has his/her license to operate such motor vehicle suspended or revoked for a period of sixty (60) calendar days or less, he/she shall be reassigned to tasks within his/her 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 not for 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 that 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 his/her 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 he/she will resume his/her 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.

C. Drug and Alcohol Testing Program

1. General: The City of Madison and Laborers Local 236 agree that the provisions and prohibitions of the Omnibus Transportation Employee Testing Act of 1991 (hereinafter "Act"), as amended, and the Regulations issued pursuant thereto (hereinafter "Regulations"), by reference herein are incorporated as terms and conditions of this Agreement between the City and Laborers Local 236, and that the said prohibitions and provisions shall apply to employees who are required by the terms of said Act and Regulations to possess a commercial driver's license. Such employees hereinafter are referred to as "drivers" or "driver".

As it concerns the implementation of said Act and Regulations, and in addition to the same, the parties further agree as follows:

2. Post Accident Testing:
 - a. A post-accident test is an alcohol or drugs and controlled substances test administered to a driver following an accident.
 - b. A driver shall be required to submit to post-accident alcohol or drugs and controlled substances tests, or both, when the accident involved a City commercial motor vehicle used in the performance of City business, the driver was performing safety-sensitive functions with respect to the vehicle and the accident involved a loss of human life or serious injury that results in hospitalization, or the driver received a citation under State or Local Law for a moving traffic violation arising from the accident.

- c. A driver operating a commercial motor vehicle may be required to submit to post-accident alcohol or drugs and controlled substances tests, or both, when one or more vehicles received disabling property damage as defined by the Regulations and was towed from the scene of the accident, or there was major economic damage to non-City owned property.
 - d. A driver subject to post-accident testing shall be subject to a breath alcohol test not later than eight hours following the accident and to a drugs and controlled substances test no later than 32 hours following the accident.
 - e. If an alcohol test is not administered within two hours following the accident, the driver's supervisor or another City official shall prepare and maintain on file a record stating the reason or reasons the test was not administered. If an alcohol test is not administered within eight hours following the accident; the supervisor or other City official shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. If a drugs and controlled substances test is not administered within 32 hours following the accident, the supervisor or other City official shall cease attempts to administer a drugs and controlled substances test, and prepare and maintain on file a record stating the reason or reasons the test was not promptly administered.
 - f. A driver who is subject to post-accident testing shall remain readily available for such testing or, depending on the circumstances, may be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.
3. Discipline: A Driver who violates the Act or the Regulations issued pursuant thereto shall be subject to discipline consistent with the just cause requirements of Article 6 of this agreement between the City of Madison and Laborers Local 236.

D. Wash-Up Time

1. Fixed Work Stations: A five (5) minute wash-up period at the midday lunch period and a ten (10) minute wash-up period at the end of the work day.
2. Field Crews: A ten (10) minute wash-up period at the midday lunch period and at the end of the workday.
3. Employees assigned to the Engineering Survey Crews and Construction Inspection shall not be eligible for the wash-up times.

E. Mileage - Inspectors

Construction Inspectors required to use their personal auto for City business at the request of the employer, shall receive mileage reimbursement at the current rate authorized by the United States Internal Revenue Code.

The City reserves the right to offer City vehicles to Construction Inspectors in lieu of mileage reimbursement while performing City business.

F. Employee Status on Termination or Transfer of Operation

1. Should the City find it desirable to transfer the operation of any department or division to another government agency or to private enterprise, or to terminate the operation of any department or division, the City shall consider the impact of such action on its employees and shall notify the Union of such contemplated action.
2. The parties shall meet and confer regarding the impact of such action on employees.
3. Employees employed in a department/division whose operation is transferred to another government or private entity who are laid off and do not have bumping rights and/or are not qualified to perform the duties of the position that they would bump into, and become unemployed as a direct cause of said transfer shall be eligible to receive up to the equivalent value of 100% 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.

Employees who are laid off shall have the option of receiving the cash equivalent of their accumulated unused sick leave credits or have these funds placed in an escrow account administered by the City and will be used to continue the City's normal contribution toward health insurance premiums until such time as s/he becomes employed or until such funds are exhausted, whichever occurs first.

G. Vending Machine Proceeds

Proceeds from employee vending machines located at: Emil Street Garage, Badger Road Garage, First and Johnson Garage, and Sycamore Site shall be held in trust by the employees and used for such activities as: picnics, flower fund, retirement gifts or like activities for the direct and general welfare of the employees in the respective Divisions.

H. Tool Allowance

A tool allowance of twenty dollars (\$20.00) per month shall be paid to employees with the following classifications: Automotive Maintenance Worker 2, Automotive Mechanics, Welder, Master Mechanic, Master Automotive Body Technician.

Automotive Maintenance Workers will be paid a tool allowance if/when the employee has the required tools to perform the duties assigned.

The Employer agrees to provide coverage on the mechanical tools described in detail and approved by the Employer for each employee required to furnish his own tools. Such coverage shall be against loss or damage directly caused by the risks and perils specified in a Standard Inland Marine Tool Floater Policy subject to the following conditions:

1. A five hundred (\$500) dollar deductible shall apply to each mechanic's claim for each occurrence.
2. The maximum coverage provided by the Employer for any mechanic shall not exceed seven thousand (\$7,000) dollars for each occurrence.
3. The Employer at its option shall replace the lost or damaged tools or reimburse the employee based on current replacement value. When calculating the amount to be reimbursed, depreciation will be applied to all electrical and pneumatic tools using a life expectancy of ten (10) years.

I. Training Courses

The City agrees to train unit personnel to maintain and operate new equipment as acquired by the City. The City will pay for such training. Employees will receive their regular rate of pay while participating in the aforementioned training programs.

Whenever possible, training will take place during the employees regular scheduled work hours.

Employees sent to City sponsored vendor or technical training programs will adjust their work schedule to coincide with the hours of the training program. For example, if an Employee normally works 7:00 a.m. to 3:00 p.m., the Employee's work schedule for that day will be from 8:00 a.m. to 4:00 p.m. and no overtime pay will be paid.

J. Safety Committee

The City shall make a reasonable effort to providing a safe, secure work site. To that end, the parties agree that a safety committee shall be established in each of the following divisions: Streets, Fleet Service and Engineering. The Employer shall determine the composition of these committees except that the Union shall be allowed to appoint two (2) union representatives from within each division to each of these respective committees. 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, including investigation of problem areas identified by the committee and making recommendations intended to ensure a safe work environment. 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.

K. 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:

Madison Metro Passes	Employer Subsidy
Commuter Pass	\$10.00

Madison Metro Passes	Employer Subsidy
Monthly Pass	\$10.00
Convenience Ticket Books (Paratransit)	\$10.00
Adult QUIK-TIX Tickets	\$ 2.50
Convenience Ticket Books (Disabled)	\$ 2.50

L. Residency Requirement

Employees covered by the terms of this Labor Agreement shall not be restricted in their right to choose their place of residency.

M. Statement of Interest

All employees within the classifications required shall fill out the Statement of Interest form.

N. Use of Transfer Site Employees on Snow/Ice

Union employees assigned to the Streets Division Transfer Site are included in the Division snow/ice overtime rotation. Half of the employees will be assigned to the Badger Road and half to Sycamore. Prior to the start of each Winter, the Transfer Site Supervisor will conduct a sign-off by seniority for the employees to choose which base to work from.

Transfer Site employees who work an overtime snow/ice shift shall be reassigned to Transfer Site work during their normal work shift. Transfer Site employees may continue to work on snow/ice operations during their normal work shift when they are operating a front end loader assigned to the Transfer Site.

ARTICLE XVII AUTHORITY

A. Agreement on Behalf of the Union

The Union hereby and herewith agrees and represents to the City that the Union is duly authorized and empowered to agree 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 the provisions of this Agreement. 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 agrees and represents to the Union that the City is duly authorized and empowered to agree 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.

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. Timetable

Conferences and negotiations shall be carried on by the parties hereto in 2001 as follows:

Step One: Exchange proposals on a mutually agreeable date.

Step Two: Negotiations to continue thereafter at such mutually agreeable times until agreement is reached.

G. 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 shall be directed to the local Union Secretary/Treasurer and the Union Business Agent.

H. Duration of Agreement

This Agreement shall be effective and retroactive to March 16, 2014 and shall remain in full force and effect until its expiration date of December 31, 2014. On or before July 1, 2014, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Following such notification and as provided in Article 17(G), the parties hereto shall meet and engage in such negotiations.

Five (5) copies of this agreement shall be executed all with the same force and effect as though each is an original.

I. Existing Benefits

The Employer intends to continue only those authorized, existing employee benefits which primarily relate to wages, hours and conditions of employment and which are not specifically referred to or modified in this Agreement and which are not primarily related to management policy.

J. Labor-Management Committee

The City of Madison and the Union resolve to more formally establish a Joint Labor-Management Committee. The Joint Labor-Management Committee will be comprised of representatives appointed by the respective parties to this agreement and will be trained in and work together using the principles of collaborative bargaining. The purpose of the Joint Labor-Management Committee is to:

- deal jointly with issues of mutual interest.
- maintain and improve Labor-Management relations and communication.
- establish commitment, mutual trust and respect.
- identify and solve problems.

The Committee will meet on an as-needed basis. Changes or additions to permissive subjects of bargaining or to work rule/practices may be designed by the Committee and be subject to normal approval procedures. Such changes will normally be made by Memoranda of Understanding and would be of a duration agreed to by the parties.

To further the purposes of the Joint Labor-Management Committee, the parties agree that they will endeavor to:

- take responsible risks.
- communicate openly.
- give and get reliable quality data-based information.
- improve technical excellence and teamwork.

ARTICLE XVIII
DURATION OF AGREEMENT

In witness wherefore, the parties hereto have executed this agreement.

Dated at Madison, Wisconsin, on this _____ day of _____, 2013.

CITY OF MADISON

LOCAL 236, LIUNA

MAYOR

PRESIDENT

CITY CLERK

VICE-PRESIDENT

COMPTROLLER

SECRETARY-TREASURER

LABOR RELATIONS MANAGER

BUSINESS AGENT

BARGAINING COMMITTEE MEMBER

Approved as to form only, on this _____ day of _____, 2013.

CITY ATTORNEY

APPENDIX A
POSITIONS

Title	Dept./Div.
Garage Attendant	55
Fleet Parts Technician	55
Custodial Worker 2	18
Custodial Worker 2	55
Str-Sew. Machine Op. 2	53
Str-Sew. Maint. Worker 1	63
Str-Sew. Maint. Worker 1	53
Automotive Maintenance Worker 1	55
Library Maintenance Coordinator	18
Custodial Worker 3	18
Street Machine Op. 1	63
Str-Sew. Machine Op. 1	53
Custodial Worker 2	63
Tire Repair Worker	55
Automotive Maintenance Worker 2	55
Operating Maintenance Worker	63
Fleet Services Operations Clerk	55
Engineering Operations Clerk	53
Street Machine Op. 2	63
Str-Sew. Maint. Worker 2	63
Str-Sew. Maint. Worker 2	53
Engineering Field Aide	53
Account Technician	55
Sewer Repair Leadworker	53
Sewer Repair Leadworker	53

Title	Dept./Div.
Str-Sew. Maint. Worker 3	53
Street Machine Op. 3	63
Street Machine Op. 3	55
Str-Sew. Machine Op. 3	53
Surveyor 1	53
Operating Maintenance Worker	63
Maintenance Mechanic 1	18
Maintenance Mechanic 1	63
Maintenance Mechanic 1	53
Maintenance Mechanic 2	18
Operating Assistant	63
Welder	55
Fleet Technician	55
Master Automotive Body Tech.	55
Fleet Parts Project Technician	55
Parts Room Assistant	55
Construction Inspector 1	53
Construction Inspector 2	53
Facility Maintenance Worker	18
Engineering Oper. Maint. Wkr.	53
Operations Clerk	55

- 18 - Library
- 53 - Engineering
- 63 - Streets
- 55 - Fleet Service

**APPENDIX B
BI-WEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 15**

The following positions in the bargaining unit represented by City Employees Local 236 (LIUNA) shall be compensated in accordance with the following salary schedules. There shall be no wage decreases in 2014. The City may implement wage increases of up to 0-3% effective the last pay period of 2014.

RANGE 02	1	2	3	4	5
	1321.59	1452.38	1521.11	1572.69	1663.47

PARTS ROOM ASSISTANT

RANGE 03	1	2	3	4	5
	1370.15	1521.11	1572.69	1641.47	1721.42

AUTOMOTIVE MAINTENANCE WORKER 1
BRANCH LIBRARY CUSTODIAN

STREET & SEWER MAINTENANCE WORKER 1

RANGE 03-A	1	2	3	4	5
	1518.07	1559.44	1614.02	1655.20	1710.60

CUSTODIAL WORKER 2

RANGE 04	1	2	3	4	5
	1521.11	1572.69	1641.47	1698.77	1779.65

AUTOMOTIVE PARTS CLERK

STREET & MACHINE OPERATOR 1
STREET & SEWER MACHINE OPERATOR 1

RANGE 05	1	2	3	4	5
	1572.69	1641.47	1698.77	1756.13	1837.61

AUTOMOTIVE MAINTENANCE WORKER 2
STREET AND SEWER MACHINE OPERATOR 2

STREET MACHINE OPERATOR 2

RANGE 05-A	1	2	3	4	5
	1614.02	1655.20	1710.60	1760.27	1810.02

CUSTODIAL WORKER 3

FACILITY MAINTENANCE WORKER

RANGE 06	1	2	3	4	5
	1641.47	1698.77	1756.13	1813.36	1901.48

FLEET PARTS TECHNICIAN
FLEET TIRE TECHNICIAN

OPERATIONS CLERK
STREET AND SEWER MAINTENANCE WORKER 2

RANGE 07	1	2	3	4	5
	1698.77	1756.13	1813.36	1876.56	1953.76

ACCOUNTING TECHNICIAN
ENGINEERING FIELD AIDE
ENGINEERING OPERATIONS CLERK
ENGR. OPERATIONS MAINTENANCE WORKER
FLEET PARTS PROJECT TECHNICIAN

FLEET SERVICES OPERATIONS CLERK
OPERATING MAINTENANCE WORKER
STREET AND SEWER MACHINE OPERATOR 3
STREET AND SEWER MAINTENANCE WORKER 3
STREET MACHINE OPERATOR 3

RANGE 08	1	2	3	4	5
	1756.13	1813.36	1876.29	1927.87	2029.15

MAINTENANCE MECHANIC 1

RANGE 08-A	1	2	3	4	5	6	7
	1756.13	1813.36	1876.29	1927.87	2029.15	2119.17	2204.61

FLEET TECHNICIAN

RANGE 09	1	2	3	4	5
	1813.36	1876.29	1927.87	2002.35	2119.17

CONSTRUCTION INSPECTOR I
 MAINTENANCE MECHANIC 2
 MASTER AUTOMOTIVE BODY TECHNICIAN

OPERATING ASSISTANT
 SEWER REPAIR LEADWORKER
 WELDER

RANGE 10	1	2	3	4	5
	1876.29	1927.87	2002.35	2091.14	2204.61

NO CLASSIFICATIONS

RANGE 11	1	2	3	4	5
	1927.87	2002.48	2091.14	2175.47	2300.18

CONSTRUCTION INSPECTOR 2

LIBRARY MAINTENANCE COORDINATOR

RANGE 12	1	2	3	4	5
	2043.38	2134.01	2219.98	2242.21	2420.64

SURVEYOR

APPENDIX C
BENEFITS AND RIGHTS FOR SEASONAL AND HOURLY EMPLOYEES

Benefits and Rights for Seasonal and Hourly Employees Represented by the Union shall be as follows:

- A. Individuals employed in the seasonal/hourly positions listed herein shall be covered by the terms and conditions of this Appendix upon working a minimum of one hundred and twenty (120) hours.
- B. Be entitled to make applications for regular full-time or regular part-time position vacancies in accordance with the terms of the Agreement, Article 10.
- C. Be included under provisions of Article 4, Section E, Dues Deduction - Fair Share.
- D. Employees required to use their personal auto for City business shall be reimbursed in accordance with Section 16(D).
- E. Receive one and one-half (1-1/2) times their hourly rate for all time worked in excess of forty (40) hours per week.
- F. 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.
- G. In the event that either a represented or unrepresented seasonal or hourly employee shall move from the status of seasonal or hourly to the status of permanent without an interruption of work, then:
 - 1. The employee so appointed shall be covered by the terms of this agreement in the same manner as other newly-appointed employees.
 - 2. In addition, such employee shall upon completion of probation 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.
 - 3. Such employee upon completion of probation shall have his 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.

4. Probation and base salary increases shall be related to the date of permanent appointment.

H. Rates of pay for employees covered by the terms of this Appendix shall be as follows:

Division	Job Title	Last PP 2013
		3%
Streets	Street & Sewer Maintenance Worker 1	12.66
Engineering	Street & Sewer Maintenance Worker 1	12.66
Engineering	Engineering Field Aide	13.57
Engineering	Engineering Assistant 1	14.99
Engineering	Engineering Assistant 2	16.05

- I. Employees who are required to wear foot protection shall be reimbursed in accordance with Section 16(A)(2), provided that any funds so reimbursed shall be deducted from the salary due the employee upon voluntary termination during the first 90 calendar days of employment.

- J. Hourly employee defined as persons who were hired for the period of April through the Friday following the Thanksgiving Holiday, in the positions noted in Table above, assigned to perform a variety of jobs as vacation replacements.

SSMWI in the Streets Division who are required as a condition of employment to possess a CDL must have passed the written portion of the CDL. Employees must pass the behind-the-wheel portion within 45 calendar days of employment. Failure to obtain a CDL within this time may result in termination.

SSMWI's in the Streets Division would operate a commercial motor vehicle only when s/he is a member of a crew with two or more where there is at least one permanent SSMO1, or higher classification, with a CDL.

Upon presentation of a CDL, SSMWI's in the Streets Division will be reimbursed \$6.00 once each year, regardless of the length of employment during that year.

- K. Such employee shall have the right of grievance for the purpose of enforcing the benefits and rights set forth in this Section.
- L. Employees covered by this appendix shall not be restricted in their right to choose their place of residency.
- M. The employer shall provide adequate shelter for employees required to work at yard waste sites in case of severe thunderstorm and tornado warnings.

APPENDIX D YARD WASTE DROP OFF SITES

This will confirm the mutual understanding of the City and Local 236 as to the establishment of a yard waste drop off site schedule for full-time employees (to be added to Schedule C) more fully described below.

This schedule will consist of a Sunday through Thursday shift and a Tuesday through Saturday shift. The hours of work for such days shall be 7:00 a.m. to 3:00 p.m. on weekdays and 8:30 a.m. to 4:30 p.m. on Saturdays and Sundays. This schedule shall begin the second week of March or later and end by the second week of December.

The primary purpose for the establishment of this schedule is to facilitate the shuttling of equipment deemed necessary to maintain various yard waste drop off sites and will affect only those employees deemed necessary by the City to shuttle said equipment and perform other related duties.

As to the aforesaid the Union agrees the same is reasonable. Any changes to the aforesaid shall be subject to the provisions of Article 12, Section A, subsection 2.

The City anticipates utilizing 1 to 2 employees per yard waste drop off site depending on need. In the event the City deems any change or modification to this staffing level to be necessary, the Union shall be provided with a notice of it at least 10 days in advance of implementation.

It is understood and agreed by the parties that the number of yard waste drop off sites to be maintained is a matter to be determined solely by the City's governing authority.

For the purposes of yard waste drop off site assignments, seniority will be applied as follows:

A sign-off system will be utilized where each individual employee, within the job classification, is contacted, in order of seniority, to determine if he or she wants the shift assignment. The sign-off system will consist of a listing of employees, by seniority, on which each employee can designate whether or not he or she wants the assignment.

If all employees have been contacted and no one desires the assignment, the assignment will be filled in reverse order of seniority, with the assignment going to the least senior qualified employee in the job classification.

Part time Street and Sewer Maintenance Workers assigned to the yard waste drop off sites will start employment no earlier than the last Thursday in March and will work no later than the first Sunday in December.

SCHEDULE A FLEET SERVICE

FIRST STREET

6:00 a.m. - 2:00 p.m. (M-F)

6:30 a.m. - 2:30 p.m. (M-F)

7:00 a.m. - 3:00 p.m. (M-F)

7:30 a.m. - 3:30 p.m. (M-F)

8:00 a.m. - 4:00 p.m. (M-F)

WEST BADGER ROAD

6:30 A.M. - 2:30 P.M. (M-F)

2:00 p.m. - 10:00 p.m. (M-F)

SYCAMORE

6:00 a.m. - 2:00 p.m. (M-F)

1:30 p.m. - 9:30 p.m. (M-F)

FIRE MAINTENANCE

7:00 a.m. - 3:00 p.m. (M-F)

7:30 a.m. - 3:30 p.m. (M-F)

8:00 a.m. - 4:00 p.m. (M-F)

The Employer shall post the employee's assignment to the above schedule of hours on the bulletin board. Beginning May 1 through November 1, Night Crew hours would be from 9:30 a.m. to 5:30 p.m. at Sycamore and 10:00 a.m. to 6:00 p.m. at Badger on Fridays.

**SCHEDULE B-1
ENGINEERING DIVISION**

SEWER MAINTENANCE AND CONSTRUCTION CREWS

7:30 a.m. to 3:30 p.m.

CONSTRUCTION INSPECTION AND SURVEY CREWS

7:30 a.m. to 3:30 p.m.

Work Schedule Adjustment:

- A. The City shall have the right to adjust the work schedules of the positions of Construction Inspectors 1 and 2, and Engineering Aide when such adjustments are necessitated by a third party, such as an independent contractor working on a City construction project. Such work schedule adjustments shall be made by the department or division head. No premium pay penalties shall be applicable for schedule adjustments made under this Paragraph. Advance notice of work schedule adjustments will be given to the employee whenever possible.

- B. When the employee is assigned to office duties, either at the City-County Building or the Emil Street Engineering Building, the employee's work schedule shall be agreed upon by the employee and the Engineer in charge of the Section to which the employee is assigned. In the event such agreement cannot be reached, then the employee's work schedule shall be from 7:30 a.m. to 3:30 p.m.

SCHEDULE B-2 ENGINEERING DIVISION

SEWER EMERGENCY CREWS

The Engineering Division Sewer Emergency Crew shall work on a daily shift seven (7) days per week including all legal holidays every day of the year. The work schedules for the Sewer Emergency Crew shall be as follows:

- A. 3:00 a.m. to 11:00 p.m. Monday through Friday including City observed holidays
- B. 9:00 a.m. to 11:00 p.m. on Saturday and Sunday
- C. 7:30 a.m. to 3:30 p.m. on City observed holidays only

The schedule for the Street and Sewer Maintenance Worker 3 and Street and Sewer Maintenance Worker 1 or Street and Sewer Machine Operator 1 working the above shifts is to be posted on the bulletin board in the lunch room at the Emil Street Engineering Division Service Building. It is the responsibility of the designated employee to work his assigned shift unless at least four (4) days prior to the start of the shift, the employee and another qualified employee of the same classification, who is scheduled to work the regular shift (7:30 a.m. to 3:30 p.m., Monday through Friday) for the same period, obtain the approval of their immediate supervisor to exchange the assigned weekend shifts and following night shift, a two week period, for the regular shift. Said approval shall not be unreasonably withheld.

A worker may be working on a Sunday (9:00 a.m. to 11:00 p.m.) shift and in the same week (week is defined as beginning on Sunday and ending the following Saturday) working a Saturday (9:00 a.m. to 11:00 p.m.) shift. For the Sunday shift the worker receives compensatory time off at the rate of time-and-one-half (1-1/2) for the first 12 hours and at the rate of double (2) time for the last 2 hours. For the Saturday shift the worker receives compensatory time off at the rate of straight time for the first 8 hours, time-and-one-half (1-1/2) for the next 4 hours and double (2) time for the last 2 hours. Unless there is a mutual agreement between the employee and his immediate supervisor, the employee will take the five (5) days compensatory time off on the five (5) normal (Monday through Friday) working days immediately following his Sunday 14 hour shift and immediately preceding his Saturday 14 hour shift.

**SCHEDULE C
STREETS DIVISION**

SOLID WASTE COLLECTION	7:00 a.m. to 3:00 p.m.	M - F
RECYCLING	7:00 a.m. to 3:00 p.m.	M - F
STREET REPAIR	7:00 a.m. to 3:00 p.m.	M - F
STREET CLEANING	7:00 a.m. to 3:00 p.m.	M - F
	4:00 a.m. to 12:00 p.m.*	M - F
	6:00 a.m. to 2:00 p.m.*	M - F
Loadall (or sweeper support vehicle)	6:00 a.m. to 2:00 p.m.	M - F

*These shifts will be in effect from the end of Spring Sweeping through the Wednesday immediately prior to Thanksgiving Day.

SPRING SWEEPING PROGRAM		
March 1st or later and end no later than	10:00 p.m. to 6:00 a.m.	SUN - TH
April 30th		
Sweepers, Loadall, Flushers, Support Vehicle		

TRANSFER STATION/BRUSH PROCESSING SITE	7:00 a.m. to 3:00 p.m.	M - F
SHOP	6:00 a.m. to 2:00 p.m.	M - F
	7:00 a.m. to 3:00 p.m.	M - F
	2:30 p.m. to 10:30 p.m.	M - F

NOTE: Beginning the 1st Friday in May through the 2nd Friday in October, the second shift (3 p.m. to 11 p.m.) hours will be from 11 a.m. to 7 p.m. on Fridays.

YARD WASTE DROP OFF SITE (These hours are in effect in conjunction with the opening and closing of the Yard Waste Drop Off Sites.)

Shift A is Sunday through Thursday
Shift B is Tuesday through Saturday

For days worked Monday through Friday, employees work in accordance to one of the prior schedules.

For Saturday and Sunday	8:30 a.m. to 4:30 p.m.	SAT - SUN
	6:00 a.m. to 2:00 p.m.*	M - F

*Employees assigned to this shift will empty yard waste trucks and trucks associated with the program, if needed, and then are reassigned in accordance to the annual job signoff.

**SCHEDULE D
MADISON PUBLIC LIBRARY WORK SCHEDULES**

Madison Public Library Work Schedules:

Custodial Worker 2 Shift	1)	M - F	3:30 p.m. - 11:30 p.m.
	2)	T - F - S	3:30 p.m. - 11:30 p.m. 2:00 p.m. - 10:00 p.m.
Custodial Worker 3		M - F	3:30 p.m. - 11:30 p.m.
Facility Maintenance Worker		T - S	6:15 a.m. - 2:15 p.m.
Maintenance Mechanic 1		M - F	7:15 a.m. - 3:15 p.m.
Branch Library Custodian		M - F	4:00 a.m. - 12:00 p.m.
Maintenance Mechanic 2		M - F	7:15 a.m. - 3:15 p.m.
Library Maintenance Coordinator		M - F	7:45 a.m. - 3:45 p.m.

Spring carpet cleaning shall commence on April 1st and end no later than May 31st. The Cleaning Crew will consist of two (2) second shift employees and assignment will be by seniority.

Cleaning Crew		T - W	6:00 p.m. - 2:00 a.m.
		TH - F	4:00 p.m. - 12:00 a.m.

ATTACHMENT 1 FLEET SERVICE APPRENTICE PROMOTION POLICY

Purpose: Establish policy regarding utilization of an Apprentice program as a normal prerequisite for advancement to the positions of Automotive Mechanic, Welder, and Autobody Technician.

Since the objective of the Apprentice program is to supply the City with a continuing source of qualified experienced employees, it shall be the policy of the City to require the completion of the apprentice program as a normal prerequisite for advancement to the positions listed above.

It is anticipated that by projecting retirements of employees in the above listed classifications and considering turnover factors for other sources as well as anticipating normal growth, a reasonably accurate projection of our needs for qualified employees can be established. Based upon such projections, the City will be able to establish an apprentice program scheduled to meet the anticipated needs of the Fleet Service.

In selecting candidates for the apprentice program, the City will give first consideration to Automotive service workers experienced in the Fleet Service. The employee shall be selected in accordance with the following criteria:

- A. Employee Evaluation: The employer will evaluate and rate the overall performance of the employee.
- B. Seniority: Credit will be based upon continuous full-time service with the City at the Fleet Service Garage.
- C. Rating Score:
 - 1. Employee evaluation - maximum point factor of 66-1/3.
 - 2. Seniority - each year of continuous full-time service at the Fleet Service Garage will be credited with 1 point up to a maximum of 33-1/3 years.

The maximum possible carry-out score is 100. Veterans preference points will be applicable in accordance with the Civil Service provisions. The candidate with the highest total score will be selected for entry in the apprentice program.

Only employees who have successfully completed the apprentice program will be considered for advancement to the positions listed herein. In the event that a vacancy for an Automotive Mechanic, Welder, or Autobody Technician occurs and no apprentice have yet completed the program, the City will then seek a qualified Mechanic, Welder, or Autobody Technician in accordance with the contract. All of the above shall be in compliance with the terms of the apprenticeship contract with the Department of Industry, Labor and Human Relations.

In addition to the above, the following provisions shall be applicable to the Apprentice program:

- A. Curriculum shall be established by the Employer in consultation with the Apprentice.

- B. If an Apprentice receives a failing or unsatisfactory grade he may elect to take the course again but must do so on his own time and at his own expense. If an employee receives a failing or unsatisfactory grade for a course and elects not to take the course at its next offering or takes the course again but receives another failing or unsatisfactory grade, said employees shall be immediately terminated as a City employee.
- C. Time spent in night classes exclusive of travel time to and from said class shall be considered as time worked. However, the Apprentice shall have his regular hours adjusted so that total hours worked per week shall not exceed forty (40). With approval of the Employer, an Apprentice may be allowed time off with pay during regular working hours to attend an approved course.
- D. Upon satisfactory completion of the Apprentice Program, the Apprentice shall be promoted when a position becomes vacant and said position is authorized to be filled. The Apprentice must accept the promotion or face disciplinary action which may include, but not be limited to, time off without pay, reimbursement of funds and time expended by the City for training, or possible discharge.
- E. If a vacancy authorized to be filled occurs while the Apprentice is still working to complete the Apprentice Program, said employee shall be given consideration for the promotion. If the Apprentice is so promoted, he must complete the Apprenticeship Program prior to the successful completion of the probationary period. Failure to complete the Apprentice Program in a timely manner will be cause to return the employee to his former position.
- F. Failure to adhere to the terms and conditions of the apprenticeship contract approved by DILHR will subject the apprentice to disciplinary action including expulsion from the program and/or termination as a City employee.

Effective January 1, 2006:

- A. The Division will pay for ASE/EVT testing for all Fleet Service employees.
- B. Fleet Service will pay for and provide time to the employees for the initial test, and one re-test.
- C. It is the employee's responsibility to pay for subsequent re-tests on their own time.
- D. Fleet Service will pay for and provide time to the employees for the re-certification test, and for one re-test for re-certification.
- E. It is the employee's responsibility to pay for subsequent re-certification tests beyond the one re-test on their own time.
- F. Employees shall provide a complete transcript to the payroll clerk in the Fleet Service for all ASE/EVT activity. For ASE, this can be accomplished by providing the document requested, or by providing the payroll clerk with your account information as provided by ASE on the "My ASE" Internet site. The complete transcript will include your current certifications, your current registrations, and your test history. For the EVT requirements, the employee must provide documentation from EVT as soon as it becomes available to the employee.

- G. Employees who are registered for testing paid by The City of Madison and do not show up for the test will be required to reimburse the City for all expenses, including time credited for attendance, and registration fees.
- H. Tests outside of the ASE "A" and "T" designation will be approved on a case-by-case basis.
- I. Additional EVT tests over and above those required for advancement may be allowed providing the technician has an approved plan in one of the EVT Technician Certification Track areas.