

AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
THE MADISON CITY ATTORNEYS ASSOCIATION

FOR THE PERIOD
JANUARY 5, 2014 TO DECEMBER 31, 2014

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PREAMBLE AND STATEMENT OF PURPOSE

This Agreement, made and entered into at Madison, Wisconsin, according to the provisions of 111.70 Wisconsin Statutes by and between the City of Madison, Municipal Employer, hereinafter the "City" or "Employer", and the Madison City Attorneys Association, hereinafter the "Association" or "Union."

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 relating thereto; 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 in the department and continuing to provide the high quality of service for which the department is known. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues which may be established.

ARTICLE I CONSIDERATION OF AGREEMENT

- A. Consideration: The consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Non-Discrimination: The parties agree that their policies will not violate the rights or discriminate against any employees covered by this Agreement because of race, religion, marital status, sex, creed, color, age, national origin or ancestry, handicap, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, Union or non-Union affiliation in the application or interpretation of the provisions of this Agreement. However, the parties agree that any discrimination complaint processed under

appropriate municipal, state or federal procedures shall not be subject to the arbitration procedure.

- C. No Verbal Statement: The following constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede Ordinances and Resolutions wherein there is a conflict with the terms of this Agreement. This Agreement shall be adopted by Resolution and City Ordinance.
- E. Residency:
1. Employees covered by this Labor Agreement shall not be restricted in their right to choose their place of residency.
 2. Effective upon an employee's establishment of a primary residence outside of the City of Madison, the employee's longevity payment shall not exceed ten percent (10%) until the date marking the beginning of the employee's twenty-fifth (25) year of continuous employment. On that date, the employee's longevity payment shall increase to eleven percent (11%).
 3. After January 1, 2000, all members of the MCAA who buy a residence in the City of Madison shall be granted a \$500.00 Residence Purchase Assistance Payment.
 - a. This payment will not be made more than one (1) time per each fifteen (15) years of employment.
 - b. This payment will be made only to employees who have been permanent employees for at least thirteen (13) months. Unpaid leaves will not count.
 - c. This payment is to provide assistance for the purchase of homes in which employees will establish/maintain their primary residence.

ARTICLE II RECOGNITION

- A. Recognition: The Employer recognizes the Madison City Attorneys Association, hereinafter the Union or Association, as the exclusive representative for the purpose of collective bargaining for all full-time employees and part-time employees including any individual who acts full-time as an attorney in the Department of Civil Rights:
1. Permanent Position: A budgeted part-time or full-time position of indefinite duration requiring one continuous performance of a set of functions anticipated to last more than four (4) years for at least fifty percent (50%) of the regularly established full-time work week.
 2. Limited Term Position: A budgeted part-time or full-time position which requires continuous employment for at least fifty percent (50%) of the regularly established full-time work week for the duration of a project or projects which is/are anticipated to last less than four (4) years.

3. Hourly Position: A part-time or full-time position used to perform work of a short-term, peak workload, cyclical/seasonal, or other nonpermanent nature which would 1) require less than two years of half time or more employment or 2) require less than half-time employment on a continuous basis, hereinafter employees, in the following position classifications, exclusive of supervisory, managerial and/or confidential employees as identified by the W.E.R.C. in Case No. 117, No. 33714 ME-2383, Decision No. 23183, Assistant City Attorney; Hearing Examiner (DCR); and those positions identified in Appendix B attached hereto.
- B. Employee Defined: Wherever the term “employee” is used in this Agreement, it shall mean and include only those employees within the certified bargaining unit represented by the Union. Part-time employees shall be eligible for benefits on a pro-rata basis, for review quarterly.

ARTICLE III DUES DEDUCTION AND FAIR SHARE

- A. Dues Deduction: The City agrees to deduct, monthly, Union membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Treasurer of the bargaining unit and the aggregate deduction shall be remitted monthly to the Treasurer of the Union.
- B. Fair Share: Beginning on the first of the month closest to the execution date of this Agreement, the City agrees to deduct a monthly sum (fair share fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the regular monthly dues uniformly required of all members of the unit as certified by the Treasurer of the bargaining unit.
- C. Insufficient Earnings: In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.
- D. Indemnification: The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City in compliance with the provisions of this Article III.

ARTICLE IV MANAGEMENT RIGHTS

- A. The rights and responsibilities of the Employer shall include but are not limited to, the following:
1. To hire, promote, transfer and utilize employees.

2. To suspend, discipline, demote and discharge employees for just cause. The Employer agrees to furnish the Association President with a copy of any written suspension, discharge or other disciplinary action within seven (7) calendar days of said action. The parties agree that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
 3. To lay off employees.
 4. To determine work standards; the quality and quantity of work performed by employees and to determine whether employees meet said standards.
 5. To establish reasonable departmental policies, rules, regulations and procedures.
 6. To establish work schedules and to assign overtime work.
 7. To establish and utilize methods, processes and technology by which departmental work is to be performed.
 8. To determine the number of personnel to be employed.
 9. To operate and administer facilities, equipment and operations.
 10. To establish, expand, transfer, consolidate or terminate functions, programs and operations.
 11. To contract and subcontract matters relating to departmental operations.
 12. To transfer any governmental operation to another unit of government. Such transfer shall not require any prior negotiations or the consent of the Union. However, should the City find it desirable to transfer the operation of the department to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
 13. To determine the organizational structure of the City Attorney's Office and the Equal Opportunities Commission.
- B. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE V NO STRIKE - NO LOCKOUT

- A. No Strike: The Union recognizes the validity of Section 111.70(4)(L) of the Wisconsin Statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or

impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work. 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. No Lock Out: The City will not lock out employees.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition: Only matters involving the interpretation application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.

- B. General Provisions:

1. All grievances must be filed within thirty (30) calendar days of the act giving rise to the grievance or within thirty (30) calendar days of the date that the grievant should have been aware of the act by the exercise of reasonable diligence, otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. Act is defined as the date the employee suffers actual harm.
2. The Union shall provide the names of the authorized representatives to the Employer. Only the grievant and one Union authorized representative may investigate and process the grievance without loss of pay if it is necessary to investigate and process the grievance during their regular working hours, provided such time does not interfere with the operations of the department.
3. Departure from the steps of the grievance procedure or the time limits in each step may be made by mutual written agreement of the Employer and the Union. If the Employer does not answer a grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
4. Probationary employees shall not have the right to appeal through the grievance procedure any disciplinary actions or discharge occurring during either their initial probationary period or any extensions thereof.

- C. Steps of the Grievance Procedure:

Step One:

1. An employee's grievance or those grievances submitted by the Union shall be made in writing on the form prescribed in Appendix C to the Department Head or designated representative with a copy submitted to the Labor Relations Manager. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provisions(s) of the Agreement allegedly violated and the relief requested.

2. Within ten (10) calendar days after the receipt of the written grievance, the Department Head or designated representative shall meet with the employee(s) and/or the Union representative, for the purpose of hearing the grievance and resolving the matter. The deadline for the meeting may be extended by mutual agreement.
3. If the grievance is not resolved, then within five (5) calendar days of the meeting, the Department Head or designated representative shall submit a written response to the grievance to the employee(s) and/or the Union representative giving the reason(s) for the denial of the grievance.

Step Two:

1. Within ten (10) days of receipt of the Department Head written response, the employee(s) or the Union may appeal the grievance to the Director of Human Resources. The appeal shall be in writing and include a copy of the grievance and the Department Head response.
2. Within ten (10) calendar days after the receipt of the grievance appeal, the Director of Human Resources shall meet with the employee(s) and/or the Union representative, for the purpose of hearing the grievance and resolving the matter. The deadline for the meeting may be extended by mutual agreement.
3. If the grievance is not resolved then within five (5) calendar days of the meeting, the Director of Human Resources shall submit a written response to the grievance to the employee(s) and/or the Union representative giving the reason(s) for the denial of the grievance.

Step Three:

1. 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 and the employee(s) involved.
2. 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.
3. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator at the earliest date after completion of the hearing.
4. It is intended that the parties shall meet to discuss the grievance prior to the grievance arbitration hearing.

5. Arbitration may be resorted to only when issues arise between the parties hereto with reference to interpretation, application or enforcement of the provisions of this Agreement.
6. Unless the parties can, within five (5) working days following the receipt of the notice of intent to proceed to arbitration and 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. The parties shall within five (5) working days upon 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 arbitrator.
7. Either party may within five (5) working days of receipt of the list of arbitrators, 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. Upon receipt of such notice, the Wisconsin Employment Relations Commission shall submit a new list which shall not duplicate the original list. The option to reject the list may only be exercised by each party once per grievance.
8. Unless the parties select an arbitrator and request the scheduling of the arbitration hearing within six (6) months of the date the last panel was submitted to the parties by the Wisconsin Employment Relations Commission, the grievance shall be considered moot. This provision shall not be construed to mean that the arbitration hearing date must actually fall within said six (6) month period. If either party raises a question concerning substantive arbitrability, this provision shall remain inoperative until such time as the question of arbitrability is resolved.
9. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates.
10. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
11. The fees and expenses for the arbitrator's services shall be borne equally by both parties. The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Expenses relating to the obtaining of depositions and witnesses shall be borne by the party at whose request such depositions or witnesses are required.
12. The arbitrator so selected shall hold a hearing at Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date following the notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position

may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this Agreement. Once it is determined that the dispute is procedurally arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration and to order appropriate relief.

ARTICLE VII UNION ACTIVITY

- A. Union Negotiating Committee: The Union shall advise the City of names of its negotiators. The Union shall be allowed a total of two (2) employees to engage in negotiations during the employees' regular working hours and such employees shall be allowed time off at their regular rate of pay.
- B. Limitations Upon Union Activity:
1. Union meetings shall not be held on City time.
 2. Union officers shall conduct Union business off the job as much as is reasonably possible. This provision shall not, however, preclude Union officers or representatives from engaging in the following activities during regular working hours without loss of salary and provided their absence will not unduly disrupt operations and they have approval from their respective supervisors, which approval shall not be unreasonably withheld:
 - a. Meeting with employees for reasonable periods of time for the purpose of investigating grievances;
 - b. Meeting with staff representatives of the American Federation of Teachers for reasonable periods of time for the purpose of discussing grievances or contract administration.
 3. Except as otherwise set forth in this Agreement, all time spent on Union business during regular working hours is prohibited unless prior authorization for such Union business is obtained from the employee's supervisor.
- C. Union Conferences and Conventions: Unit employees selected by the Union shall be granted leave without pay to participate in Union called state or national conferences, conventions or educational classes, without cost to the Employer, provided that:
1. The Union shall give the Employer fifteen (15) working days written advance notice naming each employee;
 2. The number of named employees shall not exceed one (1);
 3. Such leave without pay shall not exceed five (5) working days per contract year;
 4. The absence of a named employee will not be unreasonably detrimental to the operation of municipal government.

- D. Bulletin Boards: The City shall provide a bulletin board(s) for the Association's use at an agreed upon location(s). Notices may be posted thereon during regular working hours without loss of salary. Any such notices shall be initialed by a Union representative or officer and shall relate to the matters listed below:
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 or officers of the Union and Union newsletters.
 7. Any such matters listed in A through F above and relating to the international Union or other labor organizations with which the Union is affiliated.
 8. Judicial and quasi-judicial decisions of interest to or affecting any members of the bargaining unit, such as results of arbitration, grievances, etc.
 9. Notices of promotional vacancies.
 10. Any other material authorized by a representative of the Union and by the City or appropriate department or division head which approval shall not be arbitrarily or unreasonably withheld.

ARTICLE VIII PROBATIONARY PERIOD

A. Probationary Period:

1. All newly hired or rehired employees shall normally serve a probationary period of six (6) months. (This provision shall not apply to employees recalled pursuant to Section 12.02.) The Employer may, at its discretion, extend the employee's probationary period for an additional period of time not to exceed six (6) months. When the Employer extends the employee's probationary period, the employee and the Union President shall be provided written notice of the cause for such extension. The initial probationary period shall be extended automatically for any authorized absences exceeding six days of sick leave or Workers Compensation and/or three days of personal holiday. Such extension shall be on a day-for-a-day basis. For the purposes of such extension, a day shall be defined as four hours or more of authorized absence. The employee shall be given written notice upon successful completion of the probationary period.
2. The Employer shall evaluate the employee at the conclusion of the first three (3) months of employment. A second evaluation shall be made two (2) weeks prior to the completion of six (6) months of employment and if the probationary period is extended, a third evaluation shall be made two (2) weeks prior to the

completion of the extended probationary period. These evaluations shall be in writing with a copy of same provided to the employee. Any evaluations which are made in writing and which are placed in the employee's personnel file shall be copied to the employee.

3. Probationary employees shall have all rights provided in this Agreement except the right to grieve any disciplinary action including suspension or discharge or the right to grieve an extension of the probationary period.

ARTICLE IX HOURS OF WORK

- A. Hours: The standard number of hours per week employees shall be on duty shall be 38.75 hours per week. The standard number of days per week employees shall be on duty shall be five days per week. The City recognizes, however, that the professional work performed by employees in the bargaining unit cannot be standardized in relationship to a given period of time.
- B. Professional Time: In lieu of compensation for overtime hours, professional time shall be available to the employee in recognition of his/her status as a professional for having worked additional time in excess of the standard working hours.

Use of professional time as requested in these situations will require approval by the appropriate Department Head who may grant requests giving consideration to program needs, the recognition that a professional employee usually works no less than an average of 38.75 hours per week, that the concept of professional time need not be approved on an hour for hour basis for extra work performed beyond the usual work hours, and that a professional employee has a high degree of job responsibility and flexibility. The Department Head's approval may be for a single occurrence or for the continuing use of professional time as determined by the Department Head. The granting and use of professional time will not be unreasonably denied by the Employer. No compensation for earned but not used professional time shall be owed an employee upon his/her termination of employment for whatever reason.

ARTICLE X SALARY

- A. Salary: The positions in the bargaining unit represented by the Association shall be compensated in accordance with the salary schedules set forth in Appendices A and B to this Agreement.
- B. Salary Advancement:
 1. The Department Head shall have the right to assign work and utilize personnel, methods, and means in the most efficient manner possible and the assignment of work need not correspond to the employee's salary step in this wage progression. The progression shall occur on the basis of employee's years of service and subject to the provisions outlined below:

2. Normal progression through the sixteen (16) salary steps for Assistant City Attorney and Hearing Examiner (DCR) as listed in Appendix A shall be as follows:
 - a. All employees hired shall be granted their first basic salary increase (step increment) on the day following the satisfactory completion of the probationary period or any extension thereof.
 - b. Thereafter salary advancement for employees shall be made to the next higher step increment upon completion of each additional year of service until the maximum rate is received; provided, however, that the effective date of the advancement shall be the first day of the biweekly pay period following completion of the year of service. "Service" shall not be construed to be interrupted by absence of an employee while receiving from the City of Madison, Workers compensation payments.
 - c. Each step increment described in Paragraph B and Appendix A shall be granted as set forth in this section unless a department head makes a recommendation against such step increase in writing three (3) months prior to the effective date of the step increase. Any employee adversely affected by the recommendation of the department head shall be given a copy of such recommendations by such department head at the time they are filed with the Human Resources Department and shall have the right to follow the procedure set forth in Article VI of this Agreement and be heard on the issue of the right to a step increase.
 3. The Employer retains the right to hire an employee at any salary step in the established pay range.
- C. Longevity Plan: All full-time and part-time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:
1. Schedule:
 - a. Three (3%) percent of the base pay at the beginning of the fifth (5) year of continuous employment.
 - b. An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 - c. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.
 - e. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.

- f. An additional 1% (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
 - g. An additional 1% (total of 12% of base pay beginning with the twenty-fifth (25) year of continuous employment.
2. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
 3. Any time spent on authorized leave of absence without pay, disability leaves of absence without pay and any time spent on layoff status, shall not act to break the continuous employment. However, leaves of absences without pay, disability leaves of absence without pay or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not be considered employment time for the purposes of computing longevity.

ARTICLE XI SENIORITY

- A. Definition: Seniority is an employee's total continuous time of service with the Employer as an attorney in the Office of the City Attorney or as a Hearing Examiner with the Department of Civil Rights, which time would include time of service as a limited term or hourly employee. Leaves of absence without pay, disability leaves of absence without pay or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not qualify as service time. Military leave shall be counted as service time as provided by law. Part-time service shall be counted on a pro-rata basis based on certified hours and hourly service shall be counted on a pro-rata basis based on actual hours worked.
- B. Seniority and Continuous Service shall be Considered Broken and All Rights Lost When an Employee:
 1. Resigns.
 2. Is discharged for just cause.
 3. Is absent from duty without authorization in excess of three (3) days.
 4. Is laid off for a period in excess of twenty four (24) consecutive calendar months.
 5. Fails to accept an offer of recall from layoff within seven (7) calendar days from the date of receipt of notice, but in no event more than fourteen (14) days from the date of mail certification or fails to report for work within thirty (30) calendar days from the date of mail certification, subject, however, to provisions of Disability Leave Without Pay, Section 14(H).

ARTICLE XII LAYOFF - RECALL

- A. Layoff:

1. When a decrease of positions occurs for any reason in any job classification in any pay range number, the employee(s) with the least seniority in the affected job classification being reduced shall be displaced first. Such displaced employee(s) may on the basis of seniority, and provided the displaced employee has the ability to do the work, displace the most junior employee in any job classification lower in pay grade within the bargaining unit.
2. However, no employee(s) shall be laid off if such employee(s) has the ability to perform the work of any limited term or hourly employee employed in any position classification equal to, or lower in pay grade within the bargaining unit.
3. Permanent employees whose positions are being eliminated or who are being displaced by senior employees shall be given written notice of the action not less than fifteen (15) calendar days prior to the effective date; provided, however, that written notice shall not be required under situations caused by conditions beyond the control of the Employer.
4. The Union shall be provided with copies of all layoff notices sent by the Employer, or if no written notice, by telephone. Representatives of the parties and the employees receiving such notices shall meet at the earliest possible date for the purpose of exploring whether or not mutually agreeable alternatives to layoffs exist and for the purpose of effecting such layoff(s) as are necessary. The employees receiving such notices shall have not more than forty eight (48) hours after the meeting between the parties to exercise their options.
5. Because of their mutual commitment to affirmative action, during the term of this agreement, both parties agree to meet periodically for the purpose of studying the issue of layoff override procedures.
6. Employees who are displaced and become unemployed as a direct cause of the transfer of a department/division operation to another unit of government or the subcontracting of said operation to a private entity shall be eligible to receive up to the equivalent value of their accumulated unused sick leave credits computed at their prevailing rate (including longevity pay) in effect at the time of the employee's layoff not to exceed the value of six (6) months of the Employer's normal contribution toward health insurance. These funds will be placed in an escrow account administered by the City and will be used to continue the City's normal contribution toward health insurance premiums for a period not to exceed six (6) months following the date of layoff or until such time as he/she becomes employed or until such funds are exhausted, whichever occurs first. If the eligible employee is recalled or rehired by the City of Madison within twenty four months of the layoff, the accumulated unused sick leave credits not converted to the escrow account for health insurance contributions pursuant to this article shall be restored to the employee.

B. Recall:

1. When an increase in force is necessary, or should a vacancy authorized to be filled occur in any job classification equal to or lower in pay grade within the bargaining unit, said employee(s) previously laid off and, subject to recall, will be

recalled in order of their general seniority. Such employees shall be notified by certified mail addressed to the last address appearing on the Employer's records. Employees so recalled shall accept the offer within seven (7) calendar days from the date of notice, but in no event more than fourteen (14) days from date of mail certification, and shall report for work within thirty (30) calendar days from the date of mail certification.

2. Failure to report for work or the refusal of an offer of re employment in any job in the same pay and step increment to the last job held by the employee prior to the layoff shall terminate any obligation assumed by the City.

ARTICLE XIII SICK LEAVE

A. Sick Leave:

1. Leave of absence with pay to serve as sick leave shall mean absence from duty because of illness or bodily injury, when not a Workers' Compensation case, exposure to contagious disease (when confirmed by a physician); and serious illness or death in the "immediate family" of the employee, as defined in Section 14(G) below. 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 children, stepchildren, or grandchildren. The Mayor shall establish rules and procedures for such designation of family partners.
2. Probationary employees in their original six (6) months of employment may draw an advance of the amount of sick leave which would be accrued within the six (6) months. Thereafter no sick leave credit shall be granted unless earned. If the employee's service is terminated prior to the end of this period, the employee shall reimburse the City for any unearned sick leave.
3. In cases in which a department or division head reasonably believes sick leave abuse has occurred he/she may require a physician's certificate explaining the nature of the illness or injury and the necessity of the employee's being absent from work.
4. Sick Leave Accumulation:
 - a. Earning of Sick Leave: Sick leave shall be earned at the rate of one-half (1/2) day per biweekly pay period of service; provided, however, that eligible employees who work less than full-time shall earn proportionate sick leave in the same ratio as their part-time employment bears to full-time employment in the same or similar position. The term "per biweekly pay period of service" shall be construed to be any biweekly pay period in which the employee has completed six (6) days of compensated service. The term "compensated service" as used herein shall include time spent on sick leave, vacation, contractual holidays or Workers' Compensation status.

- b. Accumulation of Sick Leave: Sick leave may be accumulated to a total not to exceed one hundred fifty (150) working days except as set forth in Section 3 below.

Employees who retire or become disabled and who in either case are also eligible to receive either Social Security benefits, Wisconsin Retirement Fund annuity payments or other publicly established retirement fund annuities, shall receive the equivalent value of their accumulated unused sick leave credits computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board. These funds will be distributed in accordance with Administrative Procedure Memorandum No. 2-26, dated September 20, 1999.

- c. 1) Accumulation in Excess of One Hundred Fifty (150) Days: Employees earning sick leave in excess of one hundred fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times one hundred percent (100%) of said excess days which payment is to be made on the pay day immediately preceding December 25. Employees may accumulate more than one hundred fifty (150) days of sick leave for purposes of this paragraph only but no employee shall conclude the year with more than one hundred fifty (150) days of sick leave accumulated in accordance with the provisions of Paragraph 2 above.
- 2) Sick Leave: Effective January 1, 2007, allow retiring employees to receive the value of one hundred percent (100%) of their accumulated sick leave not to exceed one hundred sixty three (163) days.
- d. Death Benefit: Employees earning sick leave who die while employed by the City shall have an amount equal to their current rate of pay, including longevity, times their accrued unused sick leave added to the last pay due the employee.

- B. Workers' Compensation Supplement: In the event any employee covered by the terms of this Agreement is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at eighty percent (80%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Regular rate of pay is defined as the base rate as shown in Appendix A plus applicable longevity pay, if any. Said pay 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 full pay under the provisions of this paragraph, said employee shall continue to accrue sick leave, vacation and seniority in accordance with the provisions of this Agreement, 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 days said employee is absent from work.

ARTICLE XIV VACATION AND LEAVES

A. Vacation:

1. Eligibility: All employees covered by this Agreement who have completed an original probationary period or any extension thereof shall be eligible to receive an annual leave of absence with pay to serve as vacation.
2. Carry Over: Vacation leave which is not taken within the calendar year in which it is earned shall be deemed to have been waived unless carried over to the following year;
 - a. With the recommendation of the department or division head and the permission of the Mayor or designated representative which recommendation and permission shall not be unreasonably withheld; or
 - b. When the eligible employee completes the probationary period in December or within the first six (6) months of the calendar year.
 - c. When an employee is unable to take scheduled vacation leave due to illness or injury.

3. Schedule:

- a. Vacation leave for the employees described in Section (A) above shall be earned at an equivalent biweekly rate in accordance with the following table:

Full-Time Equivalent

<u>Continuous Service Time</u>	<u>Annual Work Days of Vacation</u>
After completion of one (1) year	10
After completion of three (3) years	12-1/2
After completion of seven (7) years	15
After completion of eleven (11) years	17-1/2
After completion of fifteen (15) years	20
After completion of nineteen (19) years	25
After completion of twenty-seven (27) years	27

- b. In computing continuous service for vacation purposes, only permanent service including sick leave and vacation time may be counted. Authorized leaves of absence without pay in excess of the first cumulative thirty (30) calendar days in a calendar year or periods of layoff in excess of the first thirty (30) calendar days in a calendar year shall not qualify as service time.
- c. Computation of Eligible Employee's Vacation: Eligible employee's vacation shall be computed from the date of appointment. A proportional

part of each employee's annual vacation shall be earned upon completion of each biweekly pay period of service.

- 1) The term "biweekly pay period of service" shall be construed to be any biweekly pay period in which the employee has completed six (6) days of compensated service. "Compensated service" as used herein shall include time spent on sick leave, holiday, vacation or any other authorized leave for which regular, full pay is received.
 - 2) All annual vacation allowances shall be computed to the nearest one-half (1/2) day.
- d. Reimbursement: Vacation which would normally be earned in a calendar year may be taken during such year; but if the employee's service is terminated prior to the end of the year, the employee shall reimburse the City for any unearned vacation leave taken, which amount shall be deducted from the employee's last wages.
- e. Contractual holidays falling within the period of annual leave are not included in the period of such leaves.
- f. Vacation Schedule: Vacation shall be granted subject to the approval of the department or division head which shall not be unreasonably withheld. The use of vacation in smaller increments than one week shall be allowed.
4. Vacation Credit Upon Death: Employees upon death shall have added to the last pay due, full vacation credit for that calendar year less any vacation already taken during said year.
 5. Vacation Credit Upon Retirement: Employees upon retirement, shall have added to the last pay due, full vacation credit for that calendar year less any vacation already taken during said year.
 6. Limited term employees who are converted to permanent status shall be eligible to receive vacation leave they would have otherwise earned as a limited term employee.
- B. Designated Holidays:
1. Eligibility: Employees covered by this agreement shall be eligible to receive paid designated holidays.
 2. The following are designated as holidays: New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (third Monday in January), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day and December 25.
 3. Employees must work or be on authorized paid leave the work day before and after a designated holiday in order to receive pay for the holiday.

4. In those cases where employees must perform required duty on the holidays listed in (B) above, they shall be granted time off at the rate currently in effect, such time off to be taken at a time which is agreeable to the employee and the division or department head.
 5. In the event that any of the holidays listed in (2) above fall on a Sunday, the following Monday shall be treated as a holiday. If any of the holidays listed in (2) above fall on a Saturday, employees shall be given a compensatory day off at a time which is agreeable to the employees and the department or division head.
- C. Floating Holidays: All employees covered by this Agreement shall receive 3 and one-half (3-1/2) days of floating holidays. Floating holidays shall be taken on days selected by the employee subject to the approval of the department or division head, which approval shall not be unreasonably withheld.
- D. Paid Leave Time:
1. Eligibility. All employees shall be eligible for paid leave time.
 2. The day after Thanksgiving shall be a paid leave day and City offices and departments, unless otherwise required, shall be closed. Employees who are required to work on the day after Thanksgiving will be granted one (1) day of compensatory time off.
 3. City offices and departments may, with the permission of the Mayor, be closed the entire day or any part of it on December 24 and December 31. In the event an office or department is open, the department head may release employees from duty on that day at the department head's discretion. In those cases when persons performing required duty cannot be granted all or part of the day off, appropriate compensatory time off shall be granted at a mutually agreeable time. The intention of this provision is to grant each employee their entire respective work day off with pay provided that December 24 and December 31 fall on a week day, Monday through Friday.
 4. Those employees who have a scheduled day off or who are on vacation or sick leave on the above specified days are entitled to receive one-half (1/2) or one (1) day, as appropriate, compensatory time off at a mutually agreeable time.
 5. In the event that any of the holidays listed in (3), above, fall on a Sunday, the following Monday shall be treated as a holiday. If any of the holidays listed in (3), above, fall on a Saturday, employees shall be given a compensatory day off at a time which is agreeable to the employees and the department or division head.
 6. All compensatory time granted under this section shall be at straight time.
- 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 two (2) calendar weeks or ten (10) working days in a calendar year for

the purpose of attending duly ordered field camps of instruction or instruction from schools.

2. Employees who are called to duty by reason of civil disobedience, disorder, or insurrection shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days in a calendar year.
3. Employees granted 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.

F. Jury Service: All employees covered by this Agreement who are called for jury service in any court of the State of Wisconsin or of the United States shall, upon reimbursement to the City of their per diem jury payment, be entitled to leave of absence from their City position without loss in time from the service of the City to serve as jurors in such courts. There shall be no deduction from nor interruption of the pay from the City because of such absence. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of this Agreement and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of this Agreement. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by such attendance.

G. Bereavement Leave:

1. Death in Immediate Family:

- a. Where there is a death in the immediate family all employees covered by this Agreement shall be eligible to receive bereavement leave without loss of pay. Such employees shall be granted up to three (3) days without loss of pay and without charge to accrued sick leave or vacation of the employee. In such circumstances additional time off may be granted with the approval of the department head, and shall be chargeable to the accrued sick leave of the employee. Requests for additional time off shall be submitted to the department head.
- b. The term "immediate family" as used in this subsection shall be limited to the following:
 - 1) Parents
 - 2) Husband or Wife
 - 3) Children, Stepchildren or Grandchildren
 - 4) Father-in-Law or Mother-in-Law
 - 5) Brother or Sister
 - 6) Grandfather or Grandmother

- 7) Brother-in-Law, Sister-in-Law
 - 8) Step-Parents
 - 9) Spouse's Grandparents
 - 10) Step-Brother or Step-Sister
2. Death Other than in Immediate Family: Where a death of a person other than in the employee's immediate family occurs, the department or division head may authorize the employee to be absent from work which absence shall be chargeable to the accrued leave time of the employee.
 3. Permanent employees who have designated a family partner pursuant to rules and procedures established by the Mayor shall be entitled to the leave established in Paragraph A in the event of the death of the family partner or that partner's children, stepchildren or grandchildren.
- H. Disability Leave Without Pay: All employees covered by this Agreement who are or become disabled shall be eligible for a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions.
1. The employee shall apply for such leave in writing to the department head.
 2. The employee shall submit a physician's report, including a statement on the nature of the illness or injury and whether or not the employee is unable to work.
 3. The employee shall submit a physician's statement of release for work before returning to duty.
 4. In the event an employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months. During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the bargaining unit. Said employee so displaced shall have the rights afforded in Article XII.
 5. During such period of leave, the City will continue to make its normal contribution towards health insurance premiums for such employees for a period not to exceed six (6) months.
- I. Leave of Absence Without Pay: In appropriate circumstances, and with approval of the Department Head, employees may be granted leaves of absences without pay. A leave of absence without pay for employees on probation shall act to extend the probationary period by the length of time of leave.

ARTICLE XV
INSURANCE - RETIREMENT

A. Health and Hospital Coverage:

1. The City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage 88% of the average Tier 1 premium among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area.
2. The provision above as to the City contribution toward the monthly premium for family coverage or for single coverage 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. Beginning January 1, 2015, the City may also utilize alternative options for health insurance plan design. The City will meet and confer with the Union prior to utilization of any alternative plan design options.
4. Registered domestic partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage, provided however that any employee who desires must enroll in a program which offers that benefit.
5. The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
 - a. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - 1) In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - 2) Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - 3) Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
 - 4) Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a

domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and

- 5) Eighteen (18) years of age or older; and
- 6) Competent to contract; and
- 7) Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
- 8) Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
- 9) Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:
 - (i) Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan.

OR

- (ii) Two (2) of the following:
 - Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills.
 - Durable property or health care power of attorney.
 - Joint ownership of motor vehicle.
 - Joint checking account or joint credit account.

b. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resources Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.

c. Acknowledgment: Employees applying for this benefit shall certify that:

- 1) Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be

reported immediately and will serve to negate their domestic partner's eligibility for this benefit.

- 2) The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
- 3) The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
- 4) The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
- 5) This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
- 6) That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.

- d. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 105% of the cost of the lowest family plan health insurance option and 105% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.

- B. Life Insurance: The Employer will continue to provide a Group Life Insurance Plan at least equal to the State Group Life Insurance Plan on the same shared cost basis during the life of this Agreement.
- C. Wisconsin Retirement Fund: The City and employee shall each pay to the Wisconsin Retirement System an amount equal to one-half of the total contribution rate for general employees approved by the Employee Trust Fund Board for 2014.
- D. Unemployment Compensation: The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.

- C. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained and the City's contribution to the Income Protection Plan shall be maintained in accordance with the formula in use at present.
- E. Dental Insurance: The parties agree that there shall be an opportunity provided in 2000 and 2001 for employees to participate in a dental insurance program. 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.

- F. Bus Pass Subsidy: See Appendix C, Bus Pass Subsidy Memorandum of Understanding between the City of Madison and MCAA, providing for free bus passes for City employees, which replaces this Section. In the event that the bus pass program [described in the attached MOU (Appendix C) is abolished, canceled, or terminated, this section shall be reinstated.

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
Monthly Pass	\$10.00
Convenience Ticket Books (Paratransit)	\$10.00
Adult QUIK-TIX Tickets	\$2.50
Convenience Ticket Books (Disabled)	\$2.50

- G. Mileage and Parking: Employees who are required to use their personal vehicles for work purpose will be reimbursed according to the most current resolution setting the rates for non represented employees.

This includes reimbursement at the full rate for mileage incurred in their personal car for travel to a qualified off-site work assignment. A "qualified off-site work assignment" is a court appearance or attendance at a meeting (conferences excluded) that is not at the City office downtown (210 or 215 Martin Luther King Jr. Boulevard), and the work assignment begins or ends at a time that makes the use and return of a City car impractical or impossible. Mileage shall be the distance from the employee's home to the location of the qualified off-site work assignment and back to the employee's home, or, if the trip begins or ends at the City offices downtown, the distance from the City office to the qualified off-site work assignment location to the employee's home.

In addition, due to the occasional requirement of personal vehicles (or alternate transportation) for work assignments outside of regular workday/location, there shall be provided a monthly motor vehicle allowance of thirty (\$30.00) dollars beginning with the ratification of this agreement by both parties.

ARTICLE XVI PROMOTIONS

- A. Definition: A promotion shall be defined as the movement of an employee from one job classification to a higher job classification with a higher salary range within the bargaining unit.
- B. The Employer shall have the sole discretion to fill vacancies and to make appointments thereto. However, because the Employer has a preference for promoting current employees, it shall give serious consideration to filling vacant positions by the promotion of current employees.

ARTICLE XVII MISCELLANEOUS

- A. Continuing Education and Professional Licenses: The full cost of tuition and customarily allowed expenses shall be paid by the City for Continuing Legal Education courses necessary to fulfill the Board of Attorney's Professional Competence continuing legal education requirements for attorneys, subject to approval by the department head. Employees shall be granted time off without loss of pay to attend Employer-approved courses, seminars and programs. During the term of this Agreement the City shall pay the cost of the employee's State Bar Association dues and mandatory Supreme Court assessments necessary for maintaining the individual employee's license to practice law in Wisconsin. The City shall pay either the full cost of membership in the Dane County Bar Association and one section membership of the State Bar of Wisconsin or two section memberships of the State Bar of Wisconsin for each employee, but not both. This provision does not limit employees from enrolling in unpaid section memberships. In addition, employees shall be eligible for further training pursuant to the City's employee training program subject to approval by the department head.
- B. Legal Protection: The Employer agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes Sec. 895.46. The City shall maintain a professional errors and omissions insurance policy with employees named as additional insured, which policy will provide coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence per employee. Such coverage shall be maintained in force under the current insurance policy or, if changed, an equivalent insurance policy or self funded program.
- C. Existing Benefits: The Employer intends to continue other authorized existing employee benefits not specifically referred to or modified in this Agreement. It is agreed by the Union that bad or unreasonable habits that may develop among employees do not constitute "past practice" rights or employee benefits. The existing employee benefits referred to in this section are those that are mandatory subjects of bargaining primarily related to wages, hours and other conditions of employment.

ARTICLE XVIII AUTHORITY

- A. Agreement on Behalf of the Union: The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all members in its bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- B. Agreement on Behalf of the City: The City hereby and herewith covenants, agrees and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the Employer and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement as hereinafter set forth.
- C. 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.
- D. 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.
- E. Notices: All written notices sent by the Union to the City shall be directed to the Labor Relations Manager. All written notices sent by the City to the Union shall be directed to the local Union President and the designated Union Representative.
- F. Duration of Agreement: This Agreement shall be effective and retroactive as of January 5, 2014, and shall remain in full force and effect through the 31st day of December, 2014.

On or before September 1, 2014, either party hereto may notify the other party in writing of its desire to negotiate a successor agreement. Promptly following such information, and specifically, within thirty (30) days, the parties shall submit their proposals and the parties hereto shall meet and engage in such negotiations.

ARTICLE XIX
AGREEMENT

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

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

CITY OF MADISON

MADISON CITY ATTORNEYS
ASSOCIATION

MAYOR

PRESIDENT

COMPTROLLER

SECRETARY, LOCAL UNION

CITY CLERK

CHAIRPERSON BARGAINING COMMITTEE

LABOR RELATIONS MANAGER

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

CITY ATTORNEY

APPENDIX A SALARY SCHEDULES

Employees shall be compensated in accordance with the salary schedule and step increments herein effective the pay period including January 5, 2013. If the City reduces base wages less than 3% in the AFSCME bargaining units in 2014, then a wage increase will be applied to each step of the salary schedule below in an amount equal to the difference between AFSCME's actual base wage reduction and 3%, and this increase will be retroactive back to January 5, 2015.

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

	1	2	3	4	5	6	7	8
	2195.94	2318.81	2448.55	2585.56	2730.21	2882.97	3044.83	3184.83

	9	10	11	12	13	14	15	16
	3337.90	3497.85	3669.29	3840.83	4011.11	4195.25	4392.71	4604.51

ASSISTANT CITY ATTORNEY
HEARING EXAMINER (DCR)

APPENDIX B
HOURLY EMPLOYEES

Assistant City Attorney 1

Pay period beginning January 1, 2008: \$27.03

Benefits for hourly employees shall be limited to the following:

- A. Shall be eligible to compete for any unit job openings.
- B. Shall be included in the provisions of Article III.
- C. 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' option, either holiday pay or compensatory time off. If the Employer chooses to pay compensatory time, said day off shall be at a mutually agreeable time. For the purposes of this provision, i.e., holiday benefits, eligible hourly employees shall receive identical benefits for the day after Thanksgiving, which is a paid leave day for permanent employees.
- D. The appointment of hourly employees shall be pursuant to Section 3.53(5)(c) of Madison General Ordinances
- E. Hourly employees shall be eligible for Health Insurance benefits as required by the Wisconsin Retirement System.
- F. The Employer shall notify the Association when it intends to fill or extend a position pursuant to Section 3.53(5)(c) of Madison General Ordinances.