MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
BUILDING AND CONSTRUCTION TRADES
COUNCIL OF SOUTH CENTRAL WISCONSIN

BACKGROUND: The City has adopted a program titled “Constructive Action Plan”, whereby an employee facing discipline in the form of an unpaid suspension may acknowledge that s/he has violated an established work rule(s) and the employee will submit a plan on how s/he will correct the behavior/actions that have led to the discipline. In exchange, the employee will not serve the unpaid suspension, but the record of the discipline will remain in the employee’s file. Any further violations leading to discipline will follow the progressive discipline procedure.

The Union has requested that a sunset clause be added that would allow the discipline to be expunged from the employee’s file. In response to that request, the parties agree to the following:

1. Once an employee receives disciplinary action in the form of an unpaid suspension, the record of that discipline will stay in the employee’s file for a rolling twelve (12) months from the date of the imposition of the discipline.

2. If an employee receives no further disciplinary suspension during the rolling twelve (12) months from the date of the imposition of the discipline, the record of that discipline will be expunged.

3. On the other hand, if an employee receives further disciplinary suspensions, of any nature, during the rolling twelve (12) months from the date of the imposition of the previous discipline, a new rolling twelve (12) month period will be established.

For example, if an employee is given written notice of a one day suspension dated May 1, 2007, and chooses to participate in and qualifies for the construction action plan, the rolling twelve (12) months will end on May 1, 2008. In the meantime, the employee is given a suspension on November 1, 2007; the rolling twelve (12) month period will now end on November 1, 2008. Any further disciplinary action will extend the rolling twelve (12) month period accordingly.

4. The employee’s agreement to participate in the constructive action plan must be approved by a Union representative. The City will accept no construction action plan unless the Union has approved it in writing.

5. This memorandum will be applied to all Construction Action Plans agreed hereafter between the Union and the City.

Agreed to this 5th day of December, 2008.

FOR THE CITY

FOR THE UNION

[Signatures]
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
BUILDING AND CONSTRUCTION TRADES COUNCIL OF SOUTH CENTRAL WISCONSIN

BACKGROUND: For many years, the City and the Union have included in their Collective Bargaining Agreement, the conditions under which the City agrees to provide a subsidy for employees toward the cost of bus passes on the City's Metro system. The City would like to enhance its transportation demand management program by participating in a Metro Transit unlimited ride pass program, for which reimbursement is made by the City to Metro, at no cost to City employees. This document would replace the language in the contract concerning bus pass subsidy until such time that the unlimited ride bus pass program is not in existence. The terms and conditions of this program are as follows:

1. The initial pilot project started August 1, 2005, through December 31, 2005, and for such further time as the requisite funding was allocated and approved during the budget process. This program replaced the City's former bus pass subsidy program. Approval for the program has been extended until December 31, 2009 with the understanding that the City may terminate this program on or after January 1, 2009, upon ninety (90) days' written notice to the Union.

2. The Metro unlimited ride pass for which full payment is made by the City will replace the Bus Pass Subsidy. In the event the free of charge, unlimited ride pass program is abolished or canceled, the City will reinstate the Bus Pass Subsidy Program.

3. The Metro unlimited ride pass provides free-fare access by City employees to Metro's fixed route and ADA Complimentary Paratransit Services.

4. Metro Transit services specifically excluded from the free-fare program are Metro special event shuttles for sporting and other events for which special event fares are charged.

5. Metro will provide unlimited ride passes to the City Human Resources Department and/or the City Treasurer's Office or other agency designated by the Mayor for distribution to all current employees. Replacement passes can be purchased for $10.00 by any eligible City employee who can verify that their pass was lost, stolen or destroyed. To qualify for the free ride, employees must present both an employee identification card and an unlimited ride pass.
6. The unlimited ride pass is not transferable and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom it was issued.

7. The City of Madison may terminate this program upon ninety (90) days written notice to the Union and participating employees.

Agreed to this 5th day of December, 2008.

FOR THE CITY

FOR THE UNION
MEMORANDUM OF UNDERSTANDING
Between
The City of Madison
And
Building and Construction Trades Council of South Central Wisconsin

For the term of the 2011-2014 collective bargaining agreement, the parties agree to the following:

1. The City agrees to work cooperatively with Building and Trades to avoid layoffs during the term of the contract. The ability to avoid layoffs will be strengthened if the City implements furlough days and/or if the City pursues and the electorate adopts a referendum allowing the City to exceed the state-imposed levy limits. The goal of avoiding layoffs is not meant to include the elimination of any vacant positions, elimination of positions due to restructuring or creation of operational efficiencies, or termination of employees for just cause.

2. If at any point during the term of this collective bargaining agreement Wisconsin State Statutes 111.70 are reinstated as they existed on March 9th, 2011, either of the parties may reopen this collective bargaining agreement.

Agreed to this _____ day of __________, 2011

FOR THE CITY

FOR THE UNION