MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
DAKNE COUNTY, WISCONSIN MUNICIPAL EMPLOYEES
UNION LOCAL 60, AFSCME, AFL-CIO

BACKGROUND: For many years, the City and the Union have included in their Collective Bargaining Agreement (Section 16.08), 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 confiscaded 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 30 day of September, 2008.

FOR THE CITY

Mike Oak

FOR THE UNION

James Wilson

Jennifer Melville

[Signature]
MEMORANDUM OF UNDERSTANDING 
BETWEEN 
THE CITY OF MADISON 
AND 
AFSCME LOCAL 60, AFL-CIO 
GENERAL, CLERICAL, et al UNIT

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 suspensions 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 constructive action plan unless the Union has approved it in writing.

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

Agreed to this 5th day of October, 2007.

[Signature]
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MADISON
AND
AFSCME LOCAL 60

Background: During negotiations of the 2010-2012 bargaining agreement, the parties agreed to the following:

1. For purpose of timeliness of the Step 3 appeal to arbitration, the formal request to the Wisconsin Employment Relations Commission must be a letter copied to both parties and sent to the Arbitrator. The formal request must be sent to the Wisconsin Employment Relations Commission at least 30 days after receipt of the Step 2 Grievance response by the Employer, unless a Step 3 Grievance is filed by the Union, or the Grievance shall be considered moot. If a Step 3 Grievance is filed by the Union with the Employer, the Union may have an additional 60 days to submit the formal request to the Wisconsin Employment Relations Commission, or the grievance shall be considered moot.

2. The parties agree to create a work committee consisting of four bargaining unit and four management representatives to discuss and address issues related to abuse of Article 14(H) of the Collective Bargaining Agreement.

3. Those employees returning from layoff who are displacing pursuant to Article XI (A) of the Collective Bargaining Agreement must have a passing grade of at least 60 percent on any required examinations.

4. This agreement shall expire in its entirety on December 31, 2012, except by mutual agreement of the parties.

Agreed to this 12th day of February, 2011.

FOR THE CITY OF MADISON  FOR THE UNION

[Signature]

[Signature]
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
DAOE COUNTY, WISCONSIN MUNICIPAL EMPLOYEES
UNION LOCAL 60, AFSCME, AFL-CIO

This MOU provides the framework for an alternative work schedule. The MOU will provide some staff with the option of working a 4-day work week or a predetermined modified schedule for the 40-hour or 38.75-hour work week. The MOU authorizes the alternative schedule and addresses compensation for holiday, sick leave and other leave. This document serves as the operating policy for alternative schedules.

While the alternative schedule may be attractive to all staff, the reality is the schedule will not be available to all. The City must maintain services and staffing levels to support the services. Alternative schedules may be available to staff and work units based on job responsibilities and number of personnel within the work unit.

This Memorandum of Understanding shall not supersede any other Memorandums already in effect, but instead shall provide the foundation for new alternative schedules.

A. The alternative schedules are available based on the following operating rules:

1. The alternative schedules and related MOU’s shall be viewed and understood to be at management’s discretion and the decision to provide or not provide the opportunity to work an alternative schedule is not grievable.

2. Service levels shall be maintained and staffing levels shall be maintained to support services.

3. Overtime shall not result from the alternative schedules.

4. In accordance with Sec. 13.03 of the Local 60 contract, staff will be expected to change schedules to provide coverage during vacation, training, or other leave. Management retains the sole right to modify work schedules.

5. The alternative work schedule is a privilege, not a right.

6. Personnel should bear in mind the probability of required schedule changes when planning for days off.

7. Personnel will not be permitted to change or exchange schedules with other personnel.

B. Covered Employees: All City employees represented by AFSCME Local 60 may be eligible for a schedule of either a 4-day, a 4.5-day, or alternative work week as approved by their supervisor.
C. **Participation:** Eligible employees who are interested in a 4-day, 4.5-day, or alternative work week shall make a written request for approval from their supervisor.

D. **Overtime:** Overtime provisions are modified to provide for overtime after 38.75 or 40-hours per week or anytime worked outside of the normal work week as defined above. Overtime occurs after a regular scheduled shift at a rate of 1 1/2 times regular pay, and 4-hours after a regular scheduled shift at a rate of 2 times regular pay.

E. **Holiday:** *All weeks that include a holiday during the normal work week, scheduled hours will revert to the normal 7.75 or 8 hour/5-day week.*

In the event that a contract designated holiday falls on a normal work day, employees who are scheduled off will be paid holiday pay not to exceed 7.75 hours for a 38.75-hour work week, or 8 hours for a 40-hour work week.

In the event that a contract designated holiday falls on a Saturday or regularly scheduled weekday off, employees shall be granted a day (7.75 hours for 38.75-hour work week, 8 hours for 40-hour work week) off at a time which is agreeable to the employee and the supervisor.

In the event that a contract-designated holiday falls on a Sunday, the following Monday shall be designated the holiday. Employees scheduled off will be paid holiday pay not to exceed 7.75 hours for a 38.75-hour work week, or 8 hours for a 40-hour work week.

In the event that a contract designated holiday falls on a Sunday, the following Monday shall be designated the holiday, and employees for whom that Monday is a regularly scheduled week day off shall be granted a day (7.75 hours for 38.75-hour work week, 8 hours for 40-hour work week) off at a time which is agreeable to the employee and supervisor.

F. **Paid Leave:** In the event that a contract designated paid leave day falls on a normal work day, employees who are scheduled off will receive leave not to exceed 7.75 hours for a 38.75-hour work week, or 8 hours for a 40-hour work week.

In the event that a contract designated paid leave day falls on a Saturday, Sunday or regularly scheduled weekday off, employees shall be granted a day (7.75 hours for 38.75-hour work week, 8 hours for a 40-hour work week) off at a time which is agreeable to the employee and the supervisor.

G. **Sick Leave:** For the purposes of accrual, a day shall be defined as 7.75 hours for a 38.75-hour work week (3.88 hours earned per pay period), or 8 hours for a 40-hour work week (4.0 hours earned per pay period). When an employee uses sick leave he/she shall be paid for actual time lost, up to a maximum of the total hours normally scheduled to work that day. The time used will be deducted from the employee’s sick leave time accumulated.
H. **Jury Duty:** If an employee is required to attend Jury Duty, the employee shall be paid for time missed from work due to such absences, not to exceed 7.75 hours or 8 hours respectively.

I. **Bereavement:** For the purposes of death in the immediate family, a day shall be defined as 7.75 hours for employees working 38.75-hour work week, and a day shall be defined as 8 hours for employees working 40-hour work week. When a contract employee is granted three days bereavement per this provision they are entitled to 23.25 hours of bereavement for a 38.75-hour work week, or 24 hours for a 40-hour work week. Employees may choose to supplement with vacation or comp time in order to receive pay for the difference between benefit pay and scheduled work pay.

J. **Vacation:** When an employee uses vacation, he/she shall be paid for the actual time off up to a maximum of the total hours normally scheduled to work that day. The time shall be deducted from the employee’s vacation balance.

K. **Floating Holidays:** For employees working a 38.75-hour work week, 3.5 floating holidays shall be defined as 27.13 hours. For employees working a 40-hour work week, 3.5 floating holidays shall be defined as 28 hours. When an employee uses a floating holiday, he/she shall be paid for the actual time off, up to a maximum of the total hours normally scheduled to work that day.

L. **Termination:** This memorandum of understanding shall became effective on February 22, 2011 and will end on December 31, 2012. Management is under no obligation to approve or continue approving a 4-day, 4.5-day, or alternative work week. The decision to deny a request for a 4-day, 4.5-day, or alternative work week cannot, under any circumstances, be appealed to arbitration.

M. **Leave Without Pay and Military:** Fifteen (15) working days shall be defined as three (3) calendar weeks.

Dated this 22 day of March, 2011.

FOR THE CITY OF MADISON

FOR THE UNION

[Signatures]
MEMORANDUM OF UNDERSTANDING
Between
The City of Madison
And
AFSCME Local 60

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

1. The City agrees to work cooperatively with AFSCME Local 60 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 22 day of March, 2011

FOR THE CITY

FOR THE UNION

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