MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MADISON
AND
AFSCME LOCAL 60
PROFESSIONAL LIBRARIANS and LIBRARY UNIT

Background: During negotiations for a 2008-2009 collective bargaining agreement, the parties agreed to the following Memorandum of Understanding regarding security at the Central and Branch Libraries.

1. The Library will increase security in the 2009 budget to add at least 10 hours/week of designated security staff assistance at the Central Library October through April during the hours with the greatest number of problem behaviors, and to allow for extra security assistance, especially off-duty police as needed at any site.

2. The Library will request random off-duty police at least 4 times per week including Fridays for Meadowridge branch library during the school year. The use of off-duty police officers will be evaluated by November 15th by the committee outlined in item 3 of this MOU.

3. Management will work with the City Attorney’s office and staff to gain Board approval and install security cameras at the entrance/exit of the Central Library in the fall/winter of 2008/2009. A committee containing members agreed to by management and the Local 60 Professional Librarian bargaining committee will come up with benchmarks and will evaluate the camera’s effectiveness at Central at 3 months after installation and will recommend a course of action. If found effective, the Library will install a security camera at Meadowridge branch library and/or any other branch as needed.

4. Based on the City’s Administrative Procedure Memorandum 2-25, the City shall provide a safe work environment for its employees. In order to facilitate a safe work environment management shall
   a. Perform a security assessment at all locations by March 31, 2009, in order to determine if there is adequate separation between the public and work areas, and review basic security systems and procedures. Where a security assessment determines weaknesses, management will develop plans for physical improvements and procedures to ensure a safe work environment.
   b. Work with staff and the Library Board to develop and pass a library security policy by March 31, 2009, that works in conjunction with the Library’s Behavior Policy. In addition, the Library will provide all staff with a security operations manual for routine, operational and emergency situations. Since most of the time staff is providing the security for their workplace, a guidelines chart of consequences for violations of the Library’s Behavior Policy and future security policy will be provided so that staff can consistently enforce the rules.
c. Provide security training (such as workshops, role playing opportunities, etc.) on an ongoing basis to all library staff members who deal with the public.

d. The above requests are taken from the City’s Workplace Violence Prevention and Response Policy which reads in part:

i. Policy Statement: The City of Madison is committed to a safe work environment and to the safety and security of its employees. City managers and supervisors will work to the extent reasonably possible to ensure that employees are free from intimidating, threatening, and violent behavior while on duty. The City will not tolerate any on-duty intimidating, threatening or violent behavior on any City site against any City employee by: any employee; any customer participating in a City service or program; any vendor while engaged in City business; or any person who has a personal relationship with a City employee.

ii. “Intimidating or threatening” behavior is defined as words or actions which cause a person to avoid social contact or to do or refrain from doing an act, including supervisory discipline, by inducing fear. That behavior includes words or actions which directly or indirectly show an apparent intent to cause physical or emotional harm to another person. That behavior includes words or actions that a reasonable person would believe to create a danger to a person’s safety or property or to the property of the City.

5. Prior to July 30, 2009, Library management will meet with union-designated union members to discuss and evaluate the improvements listed above.

Agreed to this 7th day of October, 2008.

FOR THE UNION

[Signatures]

FOR THE CITY OF MADISON

[Signatures]
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
DANE COUNTY, WISCONSIN MUNICIPAL EMPLOYEES
UNION LOCAL 60, AFSCME, AFL-CIO
LIBRARY UNIT

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 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 7th day of October, 2008.

FOR THE CITY

FOR THE UNION

[Signature]

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
AFSCME LOCAL 60, AFL-CIO
LIBRARY 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]

[Signature]
FOR THE UNION:

[Signature]

[Date]

FOR THE CITY:

[Signature]
MEMORANDUM OF UNDERSTANDING
Between
The City of Madison
And
AFSCME Local 60, Library Unit

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, Library Unit, 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

[Signatures]
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
AFSME LOCAL 60
LIBRARY UNIT

Background: During negotiations for a collective bargaining agreement, the parties agreed to the following Memorandum of Understanding regarding bumping rights.

1. Employees who are subject to the provisions of 14.08 of the Collective Bargaining Agreement, but for whom displacement would result in a reduction in work hours for the most displacing employee, said employee shall be permitted to displace the most junior employee in any job classification equal to or lower in pay grade which would minimize (or eliminate) the reduction in hours, but not into a position which would increase the number of work hours. The parties agree to work cooperatively to utilize procedures which minimize bumping.

2. The term of this MOU shall be from the date of ratification of the Labor Agreement until March 9, 2014. Thereafter, it shall become a permanent modification to the contract unless either party notifies the other, in writing, by March 9, 2014, that they desire to terminate this MOU.

Dated this ___ day of ___ , 2011.

FOR THE CITY

FOR THE UNION

[Signatures]