

**AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
BUILDING AND CONSTRUCTION
TRADES COUNCIL
OF SOUTH CENTRAL WISCONSIN
AND ITS
APPROPRIATE AFFILIATED LOCALS**

**FOR THE PERIOD
MARCH 16, 2014 TO MARCH 15, 2015**

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PREAMBLE

THIS AGREEMENT, made and entered into at Madison, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Madison, a municipal corporation, as municipal employer, hereinafter referred to as "CITY" or as "EMPLOYER", and the Building and Construction Trades Council of South Central Wisconsin and its appropriate affiliated Locals, hereinafter referred to as "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, it is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the City and the Union shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated;

AND WHEREAS, the Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

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. 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 City Ordinance.
- C. Modification: This Agreement constitutes the entire Agreement between the parties, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, and prior practices related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all current City practices and procedures shall be controlling.
- D. Residency: Employees covered by this Labor Agreement shall not be restricted in their right to choose their place of residency.

ARTICLE II NEGOTIATIONS

- A. Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70 Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.
- B. The Union shall advise the City of the names of its negotiators. The Union shall be allowed two (2) employees to engage in negotiations during the employees' regular working hours and such employee shall be allowed time off at their regular rate of pay.

ARTICLE III RECOGNITION AND UNIT OF REPRESENTATION

- A. Recognition: The City recognizes the Union as the exclusive bargaining agent for all employees occupying the position classifications listed in Appendix A attached hereto, exclusive of managerial, supervisory and confidential employees, for the purpose of engaging in conferences and negotiations with the City with respect to wages, hours and conditions of employment.

- B. Unit of Representation:

- 1. Standards. The City shall make a good faith effort to comply with reasonable standards relative to the determination of craft status. Any new craft position (i.e., Steamfitter, Sheet Metal Worker, Bricklayer, etc.) or any increase or decrease in the number of positions in the titles included in Appendix A shall not affect the Union's right to represent all craft employees. The Employer agrees to notify the Union in advance of any increase or decrease in the number of craft positions in the bargaining unit, and to state the reason for such action.
- 2. Work Assignments. In the event a dispute arises concerning the assignment of work, the Union may notify the Employer, in writing, of that fact. The parties shall meet within seven (7) working days of such notification for the purpose of attempting to resolve such dispute through the collective bargaining process.

If such dispute is not resolved within five (5) working days of the commencement of the collective bargaining process, the Union may submit the dispute to the grievance/arbitration procedure set forth in Article 6, hereof, at Step 3.

Supervisors, and others not in the bargaining unit, shall not perform bargaining unit work, except in cases of genuine emergency or situations mutually agreed upon by the Union and the Employer.

Employees shall not be assigned work outside of their classification without prior mutual agreement between the Union and the Employer, except in cases of genuine emergency.

- 3. New Craft Positions. It is understood that the craft positions named in Appendix A reflect craft positions that have been and are occupied by City employees. It is

further understood that other craft positions will be added to Appendix A as the City employs employees to perform other craft work and the City and the Union will negotiate the wages, hours and conditions of employment for such positions. However, if agreement is not reached within seven (7) days of notice by either party to the other of the need to negotiate, the City's last offer to the Union may be implemented. Thereafter, if the parties are unable to agree, the Union shall have the right to submit the matter to arbitration as provided in Article 6. The arbitrator shall be limited to selecting the proposed offer of one of the parties.

If there is a dispute concerning whether a position is a craft position, the Union shall have the right to submit the matter to arbitration as provided in Article 6.

ARTICLE IV UNION ACTIVITY

A. 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 provided that:

1. The Union shall give the Employer seven (7) days written advance notice naming each employee.
2. The number of named employees shall not exceed one (1) for each craft.
3. Such leave shall not exceed twenty (20) working days per contract year, per craft.
4. The absence of a named employee will not be unreasonably detrimental to the operation of municipal government.

Employees granted leave under this section may, at their individual option, choose to use vacation or other compensatory time due them for this purpose. This provision shall not be considered a bar to granting longer leaves of absence without pay for Union activity.

B. Limitations Upon Union Activity:

1. Union meetings shall not be held on City time.
2. Authorized Union representatives shall have access to the Employer's premises and job sites in order to investigate grievances, ascertain that the Agreement is being adhered to, and conduct other Union business. Such visitation should not interfere unreasonably with the work of employees and general rules established for visitors, and security reasons should be complied with as long as such rules do not conflict with the right of visitation.
3. Union stewards or other employees of the Employer asked by the Union to assist in Union business shall conduct such business during non-work time as much as is reasonably possible. This provision shall not, however, preclude these employees from engaging in the following activities during regular working hours

without loss of regular wages and provided they have given prior notice to their respective supervisors and their absence will not unduly disrupt operations.

- a. Posting Union notices;
- b. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating grievances, attending grievance meetings, and attending arbitration hearings;
- c. Meeting with authorized Union representatives for reasonable periods of time for the purpose of discussing grievances or contract administration.
- d. For other activities mutually agreed upon by the Employer and the Union.

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. Bulletin Boards: The City shall provide bulletin boards and allow the Union use thereof in convenient places in each work area. All notices shall be posted by an authorized designated Union representative and shall relate only to the matters listed hereafter.

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.
4. Union elections.
5. Results of Union elections.
6. Reports of standing committees of the Union.
7. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated.
8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-finding, grievances, etc.
9. Any other material authorized by the City or appropriate department or division head and an officer of the Union.

D. Dues Deduction - Fair Share:

1. The City agrees to deduct bi-weekly or monthly, as certified by the local union designated to the employee(s) by the Building and Construction Trades Council of South Central Wisconsin, 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 designated local union and the aggregate deduction of all employees in each designated local shall be remitted to the designated local union after such deductions are made. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

2. The City agrees to deduct, bi-weekly or monthly, as certified by the local union designated to the employee(s) by the Building and Construction Trades Council of South Central Wisconsin, a sum (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 proportionate share shall be equal to but shall not exceed the amounts of monthly dues as certified by each designated local union and shall otherwise be handled in the manner provided in 4 A above.

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.

The provision of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission.

ARTICLE V MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any permanent employee within seven (7) calendar days of said action. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
- B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees.
- C. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services.
- D. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest.

- E. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
- F. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. Supervisory personnel outside of the bargaining unit shall be precluded from performing bargaining unit work, except in emergency situations, or, in those instances, where the job description requires the supervisor to perform such work as a minor portion of his/her work time.
- G. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights. When it becomes necessary to determine when, or what to subcontract, it is, and will be the policy of the Employer to consider the impact on the employment security of its craft employees, as referenced in Appendix A of this Agreement, and to notify the Union of said contracting or subcontracting within the respective divisions to which they are assigned.
- H. Should the City find it desirable to transfer the operation of any department or division to another governmental 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.
- I. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
- J. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article 6 of this Agreement.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance Procedure:
1. Matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
 2. General Grievances - Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step Two of this procedure.
 3. Union stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Union stewards shall be limited to one (1) at any step of the grievance procedure unless another number is mutually agreed upon by the parties.

4. All grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days of the time the employee or Union became aware of such event. Time limits set forth in the grievance procedure for processing grievances from one step in the procedure to another may be extended upon mutual agreement of the parties. All grievances shall be subject to the following procedure.
5. The parties may meet monthly to discuss grievances and matters of concern to either party. The parties shall attempt to notify each other of such matters at least one (1) week prior to the meeting.

Step One: If an employee has a grievance, said grievance shall be presented to the employee's immediate supervisor. Within seven (7) days following the date of presenting the grievance, the supervisor shall furnish the employee with an answer to the grievance.

Step Two: The grievance shall be considered settled in Step One unless within seven (7) calendar days after the immediate supervisor's answer is due, the grievance is reduced to writing on the Employee Contract Grievance Report Form (Appendix C) and presented to the department/division head and a copy sent to the Labor Relations Manager and Union. The department/ division head, or his/her designated representative, shall, within fourteen (14) calendar days of receipt of the grievance, confer with the grievant(s) and a Union representative(s) before making his/her determination. Within seven (7) calendar days following the date of said meeting, the department/division head shall furnish the grievant with a written answer to the grievance, a copy of which shall be forwarded to the Union and the Labor Relations Manager.

Step Three: The grievance shall be considered settled in Step Two above, unless within thirty (30) calendar days after the last response is received or due, the Union requests in writing that the dispute be submitted to an impartial Arbitrator. Time limits for requesting arbitration may be extended by mutual agreement of the parties.

B. Final and Binding Arbitration:

1. The Arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the Arbitrator is not reached within fourteen (14) calendar days after the date of the notice requesting arbitration or if the parties do not agree upon a method of selecting an arbitrator within fourteen (14) calendar days, then within the following fourteen (14) calendar days, the Union may submit the grievance for arbitration to the Wisconsin Employment Relations Commission (WERC) requesting that a staff member of the WERC conduct the arbitration proceedings. That person whom the WERC appoints as arbitrator shall be arbitrator. Each party shall pay one-half (1/2) of the cost of the arbitrator. Each party shall bear its own costs of advocacy and presentation of witnesses. Expenses relating to the obtaining of depositions and/or transcripts shall be borne by the party at whose request such are required.

2. The arbitrator shall be authorized to resolve the grievance(s), and, where involved, to determine discharge, discipline, suspension, and/or layoff for just cause. The arbitrator shall be authorized to make an award of the appropriate remedy, including pay for lost time and/or in other ways making the grievant whole.
3. The arbitrator shall not be authorized to alter, amend, change or modify any terms of this Agreement, or to limit or impair any rights provided by any section of the Agreement.
4. The arbitrator shall have the authority to determine whether or not a dispute is arbitrable if arbitrability becomes an issue. The arbitrator's award shall be final and binding upon the parties and the parties agree to observe promptly such award.
5. Any dispute that shall be determined by the arbitrator to be non-grievable, shall be appealable under the provisions of Chapter Three of the Madison General Ordinances.
6. The grieving employee(s) and not more than one (1) Union steward 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. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employees' regularly scheduled hours of work and providing the employees testify. In the event the parties reach a settlement of a grievance during the course of a grievance arbitration hearing, not more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony.
7. Expedited Arbitration: The parties desire that the arbitration process results in the timely resolution of their disputes. Whenever appropriate, and upon their mutual agreement on a case by case basis, the parties shall utilize an expedited arbitration procedure. Said procedure shall generally follow the guidelines recommended by the American Arbitration Association, consistent with the provisions of this Article.

ARTICLE VII NO STRIKE NO LOCKOUT

- A. No Strike: The Union recognizes the validity of Section 111.70 (4) (L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, the Union 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.

Further, the Union shall not be liable for acts of employees for which they have no responsibility, nor for any acts that were not authorized by the Union.

- B. No Lockout: The City will not lock out employees.

ARTICLE VIII EMPLOYEES, DEFINED, RIGHTS, PROBATION

- A. Definition of Employees:

1. Regular full-time and regular part-time employees are those who are employed in budgeted positions on a probationary or permanent basis or who acquire such status through the application of the provisions of this Agreement.
2. Limited Term employees are those who are employed in 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.

Hourly employees are those who are employed on a temporary basis. The Employer agrees that hourly employees will be kept to the lowest number consistent with the Employer's needs and that hourly employees will not be used to avoid filling regular full-time or regular part-time positions.

- B. Rights of Employees: Regular full-time and regular part-time employees shall have all of the rights and benefits as provided in this Agreement. Regular part-time employees shall receive benefits on a pro-rated basis.

As craft employees retire, should the City choose to fill their positions, and should the positions continue to require journey level experience, those positions will continue to be filled by craft employees provided the City modifies less than fifteen percent of the position's associated job duties.

- C. Probationary Period, Regular Full-Time, Regular Part-Time:

1. All newly hired regular full-time and regular part-time employees shall be on probation for the first six (6) months of employment or an extension thereof and shall during that period have all the rights provided in this Agreement except the right to appeal a suspension or discharge. The Employer shall evaluate the employee at the conclusion of the first three (3) months of employment. The Employer shall thereupon discuss the evaluation form with the employee and the employee shall sign and receive a copy of the evaluation form. A second evaluation shall be made two (2) weeks prior to the completion of the probationary period in the manner provided above and shall be the basis for determining the employee's future status. Any employee who is retained in a position covered by this Agreement beyond six (6) months shall be considered to have successfully completed his/her probationary period, provided however, 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 (4) hours or

more of authorized absence. Furthermore, the Employer may extend an employee's probationary period for a period of time not to exceed three (3) months, at which time he/she shall be certified as "permanent" or "terminated."

2. Apprentices: Hiring of apprentices shall be accomplished through cooperative efforts and by mutual agreement between the City and the Union.

D. Temporary/Hourly Employees:

All employees hired by the City on a temporary basis, i.e., for a season or limited period of time and not through the civil service procedure, to perform bargaining unit work, are defined as "hourly employees". The selection of hourly employees shall be accomplished through the hiring hall of the craft unions involved from bench lists maintained by said unions.

The City agrees that hourlies will be kept at the lowest number consistent with the City's needs and that hourlies will not be used to avoid filling regular full-time or regular part-time positions through the civil service procedure.

Hourlies shall be limited to 1,200 hours of continuous or regularly scheduled work in a payroll year. In keeping with the above intent, the City shall not serialize or rotate the hourlies in to the same continuous work assignments (i.e., can not rotate hourlies in or out of a job to provide a continuously filled position).

Hourlies shall be paid the Area Standard Wage Rate for the craft involved as from time to time reported to the City by the Union, but shall receive none of the fringe benefits set forth herein. Hourlies shall be paid overtime rates of pay in accordance with the Collective Bargaining Agreement.

ARTICLE IX PROMOTION - TRIAL PERIOD - JOB POSTING

- A. Promotion: A promotion shall be defined as the advancement of an employee from a permanent position to a higher vacant permanent position within the bargaining unit with a higher salary range.
- B. Lateral Transfer: A lateral transfer shall be defined as the movement of an employee from a permanent position to another permanent position in a different department or division within the bargaining unit and within the same salary range.
- C. Trial Period: In cases of promotion or lateral transfer, the employee shall serve a trial period of six (6) months following the date of promotion or lateral transfer during which time the employee shall be entitled to return to his/her former position if either the employee or employer so decides. An employee on trial period shall be entitled to a total of thirty (30) days absence, including all paid and unpaid authorized leaves, before such trial period shall be thereafter extended automatically on a day-for-a-day basis. After thirty (30) days, for the purpose of such extension, a day shall be defined as four (4) or more hours of authorized absence.

Upon successful completion of the trial period, the employee shall be “permanent” in the new position. This provision shall also apply to employees promoted or transferred to positions outside of the bargaining unit.

D. Job Posting and Filling:

1. a. The Employer shall post notices of all bargaining unit permanent position vacancies. Vacancy notices shall be posted on all bulletin boards used by unit employees and such other places as the employer decides. Such notices shall be posted for at least five (5) working days. When minimum qualifications are required of applicants, such information shall be provided on the job position notice. Minimum job qualifications must be related to the vacancy.
- b. In the event that an employee holding a permanent position has been granted a leave of absence of at least three (3) months or in the event that it is anticipated that an employee may be absent because of illness or injury for sixty (60) days, such vacancy thus created either directly or indirectly shall be posted as a temporary vacancy consistent with Paragraph 1 above. The employer shall have the option to fill or not fill such vacancies.
2. Employees applying for a promotion or lateral transfer vacancy shall direct written application to the Human Resources Department. In the event of any question concerning deadlines, “date of receipt” shall be deemed the calendar day on which any appropriate documents are physically received by the Human Resources Department.
3. a. All applicants who meet the minimum training and experience requirements for the vacancy shall be admitted to the examination process. The Employer shall consider for appointment the applicants with the four (4) highest composite scores. In all cases the applicant who scores the highest on the examination shall be among those considered for appointment.
- b. The Employer shall establish eligibility lists of qualified ranking candidates selected in accordance with this Article for a period not to exceed six (6) months unless there are less than four (4) qualified candidates in which case there will be no eligibility list. Once an eligibility list for a given job classification has been established as a result of a vacancy in any particular department or division, a subsequent vacancy in the same job classification in a different department or division shall result in the establishment of a new eligibility list.
- c. Candidate evaluation as provided below shall be based upon testing (written, oral and/or performance) and be conducted in a manner designed to evaluate the applicant’s qualifications relative to the vacant position. “Veterans” Points shall be considered as provided by law.
- d. In consideration of the Employer’s on-going interest in addressing Affirmative Action goals, the parties shall meet and confer, within the duration of this Agreement, on enhancements to employment processes (consistent with applicable law) which may necessitate contract modifications.

4. The Employer shall have the option of restricting the areas of examination and may choose one of the following plans:
 - a. Open Competition. Open to City and non-City employees.
 - b. City-Wide Competition. Open to all City employees but not to non-City employees.
 - c. Unit-Wide Competition. Open only to employees within the bargaining unit.
 - d. Department/Division Competition. Open only to employees within the Department/Division.

ARTICLE X AMERICANS WITH DISABILITIES ACT

The parties will exert reasonable effort to comply with the requirements of the Americans with Disabilities Act and other statutes related to disabled employees of the City, whether or not such employees are members of the bargaining unit. The City and the Union agree that any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with statutory dispute resolution procedures and will not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XI SENIORITY

- A. Definition: Seniority is an employee's total time of service with the Employer in the bargaining unit, less leaves of absence without pay, disability leaves of absence without pay and periods of layoff in excess of thirty (30) working days in a calendar year shall not qualify as service time. Military leave shall be counted as service time as provided by law. Regular part-time service shall be counted on a pro-rated basis.
- B. Probation: An employee shall be considered to be on probation and shall not be entitled to any seniority rights until he/she has satisfactorily completed six (6) months service after the date of his/her most recent hire whereupon the employee's seniority shall be determined as provided in 11A above.
- C. Seniority shall be Considered Broken and All Rights Lost When an Employee:
 1. Resigns.
 2. Is discharged for any justifiable cause.
 3. Is absent from duty without authorization in excess of three (3) days.
 4. Is laid off for a period in excess of eighteen (18) consecutive calendar months.
 5. Fails to respond to recall from layoff within seven (7) days of proper notice subject, however, to provisions of Article 15(H).

- D. Seniority Roster: The Employer shall furnish an up-to-date seniority list to the Union upon request. The seniority list shall contain the employees' names, classifications, seniority dates, regular hourly rates of pay, addresses and telephone numbers.

ARTICLE XII LAYOFF - RECALL

A. Layoff:

1. The Union recognizes the right of the Employer to layoff, in accordance with the provisions of this Article. If a decrease of positions occurs for any reason in any job classification, the employee(s) with the least seniority in the department or division being reduced shall be reduced first. Such displaced employee(s) may on the basis of seniority, and provided the displaced employee(s) has the ability to do the work, displace the most junior employee(s) in any job classification equal to, or lower in pay grade, within the bargaining unit.
2. Employees with permanent status in class shall not be laid off while any limited term, hourly, or probationary employees are continued in a bargaining unit position of the same class within the employing unit.
3. Employees who are displaced and become unemployed as a direct cause of the transfer of a Department/Division operation to another 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 lay off 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 eighteen 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, permanent employees previously laid off will be recalled in order of their seniority. Such employees shall be notified by certified mail addressed to the last address appearing on the Employer's records. Employees so recalled shall report for work within seven (7) 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 classification to the last job held by the employee prior to the layoff shall terminate any obligation assumed by the City.

ARTICLE XIII PAY POLICY

- A. Compensation: Employees shall be compensated in accordance with Appendix B Salary Schedules, attached hereto and made a part hereof.
- B. Overtime: Overtime shall be defined as assigned work performed in excess of the normal work schedule as set forth in Article 14. Authorized leave shall be deemed work time for purposes of this Article.
1. Employees shall be required to perform overtime work upon assignment. The Employer will offer overtime assignments equally insofar as possible among employees who normally perform the work within their classification within a specific work unit. A record of overtime opportunities offered to each employee shall be maintained on an annual basis by the Employer. This record shall be available for review by employees and the Union.
 2. Employees who work overtime may, at their option, receive either pay or compensatory time off for such work. Pay shall be received at the rate of one and one-half (1-1/2) the employees regular rate of pay. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.
 3. Such accrued compensatory leave time shall be taken at a mutually agreeable time. On the last full pay period of the calendar year, all accrued compensatory time in excess of forty (40) hours shall be paid; however, the employer may elect to carry over such accrued compensatory time for selected classifications of employees. Employees so affected shall be paid for all accrued compensatory time hours in excess of forty (40) by the pay period ending nearest May 1st of the following year.
 4. All continuous hours worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular hourly rate. In computing the twelve (12) hours, normal lunch periods shall not be considered as a break in determining continuous hours worked.
 5. Employees who are called in for overtime work shall be granted a minimum of two hours time. However, should employees be called to work between the hours of midnight and 6:00 A.M., the minimum shall be three (3) hours time. This provision shall not apply when an employee is directed to work beyond his/her assigned schedule nor shall it apply when an employee is directed during the previous day to report early the following day.
- C. Shift Differential: Permanent employees performing authorized work between the hours of six (6:00) p.m. and six (6:00) a.m. and for all hours worked on a contract designated holiday, shall be paid a premium of seventy-five (\$.75) cents per hour. Permanent employees performing authorized work on Sunday shall be paid a premium of one dollar (\$1.00) per hour.

- E. Longevity Plan: All permanent full-time and permanent part-time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions.
1. Schedule:
 - a. Three percent (3%) of the base pay at the beginning of the fifth (5th) year of continuous employment.
 - b. An additional three (3%) percent (total of 6%) of base pay at the beginning of the tenth (10th) year of continuous employment.
 - c. An additional two (2%) percent (total of 8%) of base pay at the beginning of the fourteenth (14th) year of continuous employment.
 - d. An additional one (1%) percent (total of 9%) of base pay at the beginning of the sixteenth (16th) year of continuous employment.
 - e. An additional one (1%) percent (total of 10%) of base pay at the beginning of the eighteenth (18th) year of continuous employment.
 - f. An additional one (1%) percent (total of 11%) of base pay at the beginning of the twentieth (20th) year of continuous employment.
 - g. An additional one (1%) percent (total of 12%) of base pay at the beginning of the twenty-fifth (25th) year of continuous employment.
 2. Longevity payments shall be effective on the first day of the bi-weekly 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 absences 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.
 4. All longevity provisions of this article shall be made only in compliance with the existing rules of the Employer.
- F. Out-Of-Class Pay: Any employee who, by assignment, performs the work of a classification that falls into a pay range higher than the pay range of such employee's classification, shall receive as additional compensation fifty cents (\$.50) per hour per range while so assigned.

ARTICLE XIV HOURS OF WORK

- A. General Work Schedules: Work schedules are defined as an employee's assigned hours of the day, days of the week and days off. The normal work schedule shall consist of five (5) eight (8) hour days during the period Monday through Friday.

The parties recognize that operational requirement may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units, however, the Employer will attempt to keep such work schedule changes to a minimum.

- B. Paid Rest Breaks: All employees shall be entitled to two (2), fifteen (15) minute paid rest breaks per day or one (1), thirty (30) minute paid rest break per day. Thirty (30) minute paid rest breaks may be taken only if authorized by the supervisor.

ARTICLE XV AUTHORIZED LEAVE

- A. Vacation Leave: Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:
1. Satisfactory employee completion of six (6) months probationary period, or extension thereof.
 2. Vacation leave that is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived except:
 - a. That unused vacation up to two (2) weeks will be carried over.
 - b. Unused vacation beyond two (2) weeks may be carried over with the permission of the Mayor, Human Resources Director, or their designee.
 3. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absent time. 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.
 4. Vacation leave schedules shall be developed by the Employer annually, which shall provide each employee the opportunity to use such vacation leave as is due him during the year. Such schedules need not be uniform throughout the bargaining unit but may be varied depending upon staff requirements. Vacation leave schedules shall be developed in increments of one week periods and shall normally be used in increments of one week periods; however, periods of less than one week increments shall not be denied employees except for legitimate reasons.
 5. Should any employee who has selected his/her vacation leave periods in accordance with the established schedule be denied or persuaded to forego his/her vacation at that time and for whom an acceptable alternative period is not provided shall be entitled to carry his/her unused vacation credits into the following year. Failure to select a vacation leave period in accordance with vacation leave schedules shall not be deemed cause to carry over unused vacation credits into the following year, and such unused vacation credits shall be considered lost.
 6. Vacation leave shall be granted at the rate of:

- a. Two (2) work weeks after one full year of continued service, or
 - b. Twelve and one-half (12-1/2) work days per year after completion of three (3) years of permanent continued full-time service, or
 - c. Fifteen (15) work days per year after completion of seven (7) years of permanent continued service or,
 - d. Seventeen and one-half (17-1/2) work days per year after completion of eleven (11) years of permanent continuous full-time service, or
 - e. Twenty (20) work days per year after completion of fifteen (15) years of permanent, continuous full-time service.
 - f. Twenty-five (25) work days per year after completion of nineteen (19) years of permanent, continuous full-time service.
 - g. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of permanent, continuous full-time service.
7. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
 8. Vacation benefits for permanent part-time employees shall be proportionate to their work week.
 9. Eligible employees shall adhere to the existing rules of the Employer in applying for vacation leave.
 10. Full vacation for the year in which Employee retires or dies.
- B. Sick Leave: All permanent full-time and permanent part-time employees shall be eligible for sick leave benefits for absences necessitated by illness, bodily injury (when not a Worker's Compensation case), exposure to contagious disease (when confirmed by a physician) and serious illness, or death in the immediate family of the employee.
- The term "immediate" family shall be defined as father, mother, spouse, children, father-in-law, mother-in-law, brother and sister, step-parents, step-children, grandchildren, grandparents, spouse's grandparents, brother-in-law and sister-in-law, son-in-law and daughter-in-law. All such leave shall be subject to the following terms and conditions.
- All permanent full-time and permanent part-time employees who have designated a family partner shall also be eligible for sick leave pursuant to the provisions contained in this section except as otherwise provided herein. A family partner shall be defined as a person designated, in writing, by the employee as a family partner or that partner's children, stepchildren, or grandchildren. The Mayor shall establish rules and procedures for such designation of family partners.
1. Sick leave shall be earned at the rate of one-half (1/2) days per biweekly pay period of service.

2. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in H of this Article. The recording of such accumulation and any use thereof shall be in hours.
3. During the original employment probationary period, permanent full-time employees may draw in advance of the six (6) days sick leave credit which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
4. In order to qualify for sick leave, an employee shall:
 - a. Notify his/her supervisor in advance of the absence.
 - b. Keep his/her supervisor informed of conditions and estimated day of return to work.
 - c. Submit a physician's certificate for such absence upon request of the City for any excessive absences which exceed an accumulation of six (6) days in any twelve (12) month period and which are not related to major illness or injury. Any absence(s) supported by a doctor's statement shall not be counted toward the six (6) days. It is the intention of the parties that this provision shall apply only to those employees who show a demonstrable pattern of sick leave abuse. The Employer agrees to apply this provision uniformly among agencies.
 - d. Apply for sick leave benefits in compliance with the rules of the Employer.
5. Sick leave benefits shall not be payable for absence on the work day prior to and immediately following a holiday, unless the employee has notified his/her supervisor of his/her illness or injury in advance of his/her regular daily starting time.
6. Sick leave benefits for permanent part-time employees shall be proportionate to their work day.
7. Employees who on or after January 1, 2000 retire or who are disabled and who are eligible to receive Social security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed one hundred fifty (150) (effective January 1, 2007, one hundred sixty three (163) working days' compensation 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).

Upon the death of the retiree, any funds remaining will be paid to the designated beneficiary or to the estate.
8. Sick Leave Conversion Medical Reimbursement Plan (or the City's Governmental 401(a) Special Pay Plan)

- a. Purpose: The City of Madison has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees in the Building and Construction Trades Council of South Central Wisconsin bargaining group to convert accumulated sick leave into a supplemental retirement benefit on a mandatory basis.
- b. General: The Plans are intended to allow some flexibility in the conversion of the unused accumulated sick leave. The City of Madison will apply a formula, set forth in Section 4.0 below, to convert a retiring employee's unused accumulated days of sick leave or extra retirement pay into a dollar value (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the City of Madison's intention that the benefits provided by the plan not be subject to FICA taxes. In addition, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the City of Madison makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

- c. Eligibility: The conversion of unused sick leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated sick leave extra on the date of their retirement and have at least \$2,000 in their account, will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must be a Building and Construction Trades Council of South Central Wisconsin member who has reached age fifty-five (55), or age fifty (50) for protective service employees, during the calendar year of retirement, must retire from employment with the City, and be eligible for retirement benefits from the Wisconsin Retirement System.

- d. Calculation of Benefit: An employee who retires with the City of Madison shall receive a Benefit for the number of days of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula:

Total hours of accumulated sick leave x regular hourly rate of pay at time of retirement.

- e. Payment of Benefits:

- 1) Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's Retirement, the City of Madison shall elect the form in which the retiring employee will receive the benefit. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph e(2) of this MOU. In

making the election, The City of Madison will consider several established factors including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City of Madison will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by the City of Madison.

- 2) Form of Payment: Retiring employees who are eligible to receive a supplemental benefit will be paid the Benefit in one of the following forms, pursuant to the election made in Paragraph e(1) of this agreement:
 - i. The City of Madison shall make a contribution to the PRIME Trust, or the Medical Plan Trust (selected at the City of Madison's discretion) for the benefit of the employee to pay for health insurance premiums and unreimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or their qualified dependent beneficiaries.
 - ii. The City of Madison shall make a contribution to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at the City of Madison's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan.
- f. Plan Administrator: The City is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.
- g. Miscellaneous:
 - 1) All terms expressed herein shall be deemed to include the feminine and neuter genders and all references to the plural shall be deemed to include the singular and visa versa, all as proper construction shall dictate.
 - 2) This MOU does not enlarge or diminish the employment rights of any employee nor does it confer any right upon any employee to be retained in the service of the City.
 - 3) This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where the City is located.

- 4) This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.
9. Employees earning sick leave in excess of 150 days shall receive a cash sum equivalent to the employee's regular salary times one hundred (100%) per cent of any unused excess days which payment is to be made on the pay day immediately preceding December 15th.
 10. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
- C. Holidays: The following days are established as paid holidays for permanent full-time and permanent part-time employees: New Year's Day, Martin Luther King, Jr.'s Birthday (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 25th, and three and one-half (3-1/2) Floating Days. The three and one-half (3-1/2) floating holidays are to be taken on days selected by the employees and subject to the approval of the department head. All such leave shall be subject to the following terms and conditions.
1. No holiday benefits shall be payable if the employee is absent from work the work day prior to or after the holiday, unless the employee is on paid leave approved by his/her supervisor.
 2. Employees performing authorized work on a contract designated holiday shall be compensated at the rate of two times (2x) the employee's regular rate of pay for hours worked. Such compensation may be taken either as pay or compensatory time, at the employee's discretion. In addition, employees performing authorized work on a contract designated holiday shall be granted a mutually agreeable day off as compensatory time, or at the employee's option, a day's pay at the regular straight time rate. Such compensatory time off or regular straight time shall be in an amount equal to the actual hours worked but not to exceed eight (8) hours.
 3. In the event that any of the contract designated holidays fall on a Saturday, eligible employees shall be granted a day off at a time which is agreeable to the employee and the supervisor. In the event that any of the above contract designated holidays fall on Sunday, the following Monday shall be designated as the holiday.
 4. Regular part-time employees shall receive holiday benefits on a pro-rated basis.
 5. Employees who are hired into a permanent position on or after November 1 will be permitted to carry over unused floating holidays into the calendar year following their date of hire into a permanent position.
- D. Death in the Immediate Family:
1. Employees shall be allowed up to three (3) work days leave with pay in the event of the death of such employee's spouse or designated family partner (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners; APM 2-14) or the employee's, employee's

spouse's or family partner's father, mother, children, foster children, brother, sister, brother-in-law, sister-in-law, step-parents, stepbrother, stepsister, grandparents, great grandparents, son-in-law, daughter-in-law, stepchildren, or grandchildren, provided the employee takes such leave within two weeks of the date of qualifying death, funeral, and/or memorial service.

2. In the event of the death of a member of the employee's family, other than those set forth in paragraph A of this section, employees shall be entitled to one (1) day of leave with said leave to be charged against any paid leave credits due the employee at the discretion of the employee. Additional leave may be granted at the discretion of the Human Resources Director and such leave shall be charged against any paid leave credits due the employee at the discretion of the employee. In absence of paid leave credits, the time off shall be charged as leave without pay.
3. Death of Friends: Employees shall be entitled to leave without pay for one (1) day when the memorial service takes place out of town; one-half (1/2) day for in-town memorial services; such time off may be charged against any paid leave credits due the employee at the discretion of the employee. In absence of any paid leave credits, the time off shall be charged as leave without pay.

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 fifteen (15) working days in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
2. Employees who are called to duty by reason of civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed fifteen (15) working days.
3. Employees granted leave under paragraphs (A) and (B) of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.
4. Persons entering the military due to drafting, voluntary service or call to active duty at the time of national defense shall be entitled to all seniority, pay increases, accumulation of benefits, rights to return to work, etc., as provided by law. Any dispute related to the interpretation or application of the applicable statutes shall be resolved in accordance with the statutory dispute procedures and will not be subject to the grievance and arbitration procedures of this Agreement.

F. Jury Service Leave:

1. Employees who are called for jury service in any court of the State of Wisconsin or of the United States, shall be granted a leave of absence to serve as a juror.
2. Employees granted leave under paragraph (A) of this section shall be eligible for reimbursement of lost salary, subject to the following terms and conditions:

- a. Where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

G. Leave of Absence Without Pay:

1. Department heads may, in appropriate circumstances, grant leave of absence without pay, limited to fifteen (15) working days.
2. Leave of absence without pay in excess of fifteen (15) working days may be granted subject to the written approval of the Human Resources Director.

H. Disability Leave of Absence Without Pay:

1. Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions.
 - a. The employee shall apply for such leave, in writing, to his/her Department/Division Head with a copy to the Human Resources Director.
 - b. The employee shall submit a physician's report including a statement of the illness or injury and whether or not the employee is able to work.
 - c. The employee shall submit to his/her Department/Division Head with a copy to the Human Resources Director, a physician's statement of release for work before returning to work.
2. In the event the employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a lay-off status for a period not to exceed an additional eighteen (18) months.
 - a. During the period of lay-off, 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 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 12.
3. For a period not to exceed six (6) months the Employer shall continue to pay or share in the premium payment as provided in Article 16(A).

I. Paid Leave Time:

1. 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 shall be granted one (1) day of compensatory time off.
2. 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 weekday, Monday through Friday. When December 24 and December 31 fall on either Saturday or Sunday, employees shall be provided with one (1) paid leave day in the future for each day in lieu of the benefits provided herein for December 24 and December 31.

3. Those employees who have a scheduled day off or who are on vacation or sick leave on the above specified days are entitled to receive one-half (1/2) day or one day, as appropriate, compensatory time off at a mutually agreeable time.
4. Those employees who work on a shift which requires them to work their full shift on December 24 and/or December 31 shall be entitled to one day compensatory time off even if these days fall on a Saturday or Sunday.
5. All compensatory days granted under this section shall be at straight time.

ARTICLE XVI 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 up to to 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 provisions set forth above shall:
 - a. Represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement; and
 - b. Serve as a 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 alternative options.
4. It is the intent of the parties that no employee shall receive a contribution towards health insurance that is more than the cost of the lowest bidder or their pro-rated contribution of that cost, e.g., a permanent full-time employee electing the lowest bidder will receive that contribution, while a 50% permanent part-time employee electing the lowest bidder shall receive 50% of the cost of the lowest bidder.
5. Registered domestic partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage, provided however, any

employee who desires such coverage must enroll in a program that offers that benefit.

6. Effective January 1, 2003, employees who have spouses or registered domestic partners who are employed by the City shall not be allowed to maintain two (2) family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan.
7. Dental Insurance: Effective January 1, 2001, the City agrees to provide dental insurance to employees under plan(s) agreed to by the parties. The premiums for such plan(s) shall be deducted by payroll deduction from participating employees.
8. Effective January 1, 2000, 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.
9. If an employee not enrolled in the City health insurance plan enrolls in said plan prior to retirement, the City agrees to reimburse the employee for the three (3) months premium gap that occurs because he or she is required to participate in the "Standard Plan" offered by the Wisconsin Public Employer's Group Health Insurance plan for that period before he or she can enroll in other health care provider options. The premium gap means the difference between the City contribution in accordance with this Article and the cost of the "Standard Plan" premium. Reimbursement for the excess premium amount paid shall be made as soon as possible after the employee retires. Each employee is entitled to the premium gap payment one time. For example, if an employee enrolls in a family plan and is required to enroll in the Standard Plan, the City will make its normal premium contribution as required in this Article and it will reimburse said employee, after his or her retirement, for the difference between said contribution and the premium paid by the employee for the Standard Plan for the three (3) month period.
- 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 the 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 approved by the Employee Trust Fund Board.
- D. Unemployment Compensation: The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.
- E. Worker's Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at eighty percent (80%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less, nor more, 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 B, plus applicable longevity pay, if any. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one-hundred-eighty (180) working days or thirty-six (36) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty-two (52)

weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

- F. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained.

Sick Leave Used (in days)	Sick Leave Accrued (in days)	Employee Pays
0-3.00	10.00-13.00	0%
3.01-4.00	9.00-9.99	20%
4.01-5.00	8.00-8.99	40%
5.01-6.00	7.00-7.99	60%
6.01-7.00	6.00-6.99	80%
7.01-+	0-5.99	100%

Calculation of the 2014-2015 premiums/percentages will be made in accordance with the same practice utilized in the previous two years.

The insurance premium shall be waived for unit members with 100 days or more of accrued sick leave (regardless of the number of sick days used in the past year).

ARTICLE XVII MISCELLANEOUS

- A. Uniform Allowance: In the event that any employee shall be required as a condition of his/her employment to wear any particular kind of uniform or other special clothing, identification patch or material, or any protective gear or device, such articles shall be furnished by the Employer.
- B. 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.
- C. Safety Committee: The parties agree that a safety committee shall be established in each of the following divisions: Parks, Water, Traffic Engineering, Housing and Public Facilities. The Employer shall determine the composition of these committees except that the Union shall be allowed to appoint two (2) employees from within each division to each of these respective committees. Employees serving on these committees shall be allowed to participate without loss of regular pay exclusive of overtime or premium pay if such meetings should occur during an employee's regular work day. The purpose of these committees shall be to consider matters related to the health and safety of employees. The findings and recommendations of these committees shall be advisory to the respective division head and to the City's Occupational Safety and Health Committee.

- D. Commercial Driver's License: In the event an employee is required to acquire or renew a Commercial Drivers License and required endorsements, the City shall reimburse the employee for that part of the license that exceeds the base license cost. Such reimbursement shall be by disbursement check, which shall be provided within three (3) months of the submission by the employee of satisfactory evidence that CDL related expenses have been occurred. Should the employee forfeit his/her license, the entire reimbursement shall be refunded to the Employer through payroll deduction. There shall be no recovery solely on the basis of separation from service. The maximum reimbursement shall not exceed \$23.00 for the license and \$5.00 for each endorsement required by the City.
- E. Legal Protection: The Employer agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes 895.46.
- F. Bus Pass Subsidy: For the exclusive use of employees who purchase a bus pass and who utilize such pass for their mode of transportation to and from work, the Employer shall provide a subsidy for such employees as follows:

Madison Metro Passes	Employer Subsidy
Commuter Pass	\$15.00
Monthly Pass	\$15.00
Convenience Ticket Books (Paratransit)	\$15.00
Adult QUIK-TIX Tickets	\$7.50
Convenience Ticket Books (Disabled)	\$7.50

- G. Safety Shoes: The Employer reserves the right to require the wearing of industry approved safety shoes for foot protection. The City shall reimburse those permanent employees required to wear safety shoes up to one hundred sixty one (\$161) over the current contract period. An additional \$161 will be provided in the 2011-2014 contract period to allow for the second and third year of the agreement. There shall not be more than two (2) reimbursements per contract period, except that the 2011-2014 contract period may include up to three (3) reimbursements. For subsequent contract periods, the City's contribution will be determined by using the Consumer Price Index for All Urban Consumers (CPI-U), 1982-1984 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, as follows:

$$\text{City contribution in previous contract period} \times \frac{\text{CPI-U for September, Year (N-1)}}{\text{CPI-U for September, Year (N-3)}}$$

N-1 is the CPI for the September in the final year of the previous contract; N-3 is the CPI for the September in the year preceding the beginning of the previous contract. The result, either greater or lesser, shall be rounded to the nearest dollar.

Thus, for the calculation of the rate effective January 1, 2004, year N-1 is 2003 and year N-3 is 2001.

This formula results equal \$138.00.

To claim the City contribution the employee must present the new shoes, along with proof that said shoes meet all required specifications, and the original dated sales slip

bearing the employee's name and clearly identifying the specific pair of shoes. Employees must submit claim to their supervisor. If an employee desires to purchase safety shoes through a vendor, the City shall issue the employee a voucher, at his or her request.

H. Protective Clothing: The Employer shall provide necessary protective clothing and equipment as relative to the job performed.

I. Car Mileage and Parking:

1. There shall be provided for those employees who are required to provide their own cars as a condition of their employment:

- a. A monthly car allowance of thirty (\$30.00) dollars; and in addition,
- b. A monthly mileage payment for each mile traveled on City business of the IRS rate effective July 1, 2005.
- c. Reimbursement for any parking meter costs incurred while on City business away from the employee's primary work station. If the Parking Utility institutes a parking surcharge during the term of this Agreement, employees who are required to provide their own cars as a condition of their employment shall be exempted from or reimbursed for this surcharge.
- d. Employees who are required to pay parking costs at their primary work station shall receive reimbursement not to exceed the value of four (4) hours of parking at the Government East Ramp per day while parked at their primary work station. Such reimbursement will be reported on a form to be provided by the Employer. Such reimbursement shall not exceed the value of four (4) hours of parking at the Government East Ramp for twenty-five (25) days each month.

2. There shall be provided for those employees, who may on occasion use their own cars at the request of the Employer, reimbursement at the rate established by the Internal Revenue Service.

J. Reallocation: In the event that an employee's assigned duties and responsibilities undergo a significant and permanent change, the Employer shall conduct a position classification study. Should the study determine that the employee should be reallocated to a higher classification, the employee shall be reallocated accordingly. Reallocation of employees is not intended to be used to frustrate the promotional procedure.

K. Election Officials: The employees may use vacation, floating holiday, and/or compensatory time to cover for their regular or scheduled hours of employment, provided they have given at least a seven (7) day advance written notice of their request to be off the entire twenty-four (24) hour period of election day to serve as a poll worker. In this case, the employee will also retain any and all compensation they receive as an election official.

If an employee chooses to request time-off to be an Election Official at least seven (7) days in advance, but decides not to use any accrued benefit time (vacation, holiday or compensatory time) to cover their absence, they will be paid their regular wage/salary for the hours they would have otherwise received in their regular work schedule. In addition,

the employee will receive a check for the Election Official compensation for the hours where there is no overlap between the employee's regular or scheduled hours and the hours they serve as an Election Official.

The City will not pay overtime or shift differential for any employee exercising their desire to work as an Election Official, regardless if the number of hours worked as an Election Official would otherwise qualify them for same under the collective bargaining agreement.

Employees interested in becoming an Election Official must contact the City Clerk's Office to sign-up for election duty.

ARTICLE XVIII DISCIPLINE, DISCHARGE AND SUSPENSION

No employee shall be disciplined, discharged or suspended except for just cause. At least one warning notice of the Employer's complaint against an employee shall be given in writing to the employee, with a copy to the Union, before discharge or suspension can be made, except in cases of such a serious nature that no advance warning can be justified, even within a strict progressive discipline system. A warning notice shall be effective for a period not to exceed twelve (12) months.

Written notice of discharge or suspension, setting forth cause, shall be given to the employee at the time of the discharge or suspension, with a copy to the Union.

The City is an equal opportunity employer functioning under an Affirmative Action Plan and agrees that no employee should be discriminated against or treated unfairly in the exercise of the Employer's rights or powers.

ARTICLE XIX 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 the Union 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 City 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. Aid to Construction of Provisions of Agreement: It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of power unilaterally devolving upon the Common Council.

- D. Savings Clause: If any Article or Section of this Agreement or any Addenda thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- E. Other Rights Reserved: Notwithstanding any other provision of this Agreement to the contrary, the City and the Union reserve the right to enforce any other legal rights to which they either by law or equity are entitled.
- F. 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 Building and Construction Trades Council of South Central Wisconsin.

- G. Labor and Management Meetings: It is recognized that a spirit of cooperation is a prime ingredient to making jobs easier and the work place more pleasant. To this end, the parties agree that there will be at least a quarterly Labor-Management Meeting (four meetings per year) for the purpose of discussing methods of greater cooperation. The Union and Management will each designate their own participants to this meeting.

Employee members in attendance will be on pay status, but it is not to result in overtime being paid. Up to three (3) employees will be allowed to attend.

- H. Duration of Agreement, Continuation and Negotiations Waiver: This Agreement shall be effective as of March 16, 2014 and shall remain in full force and effect through the 15th day of March, 2015. .

The parties agree that this contract will continue unless either party notifies the other party, at least 30 days prior to the expiration of the contract, that the party desires to reopen the provisions of the contract. If, prior to 30 days before the expiration of a contract, one party notifies the other party of their desire to negotiate, the entire contract shall reopen for negotiations.

ARTICLE XX
DURATION OF AGREEMENT

This Agreement shall be effective as of March 16, 2014, and shall remain in full force and effect until its expiration date, March 15, 2015.

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

CITY OF MADISON

BUILDING AND CONSTRUCTION
TRADES COUNCIL OF SOUTH CENTRAL
WISCONSIN AND ITS APPROPRIATE
AFFILIATED LOCALS

MAYOR

EXECUTIVE DIRECTOR, BUILDING AND TRADES
COUNCIL

COMPTROLLER

CARPENTERS, BUSINESS REPRESENTATIVE

CITY CLERK

ELECTRICIANS, BUSINESS REPRESENTATIVE

LABOR RELATIONS MANAGER

PAINTERS, BUSINESS REPRESENTATIVE

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

CITY ATTORNEY

APPENDIX A CLASSIFICATIONS

PAINTER APPRENTICE

PAINTER

PAINTER LEADWORKER

CARPENTER APPRENTICE

CARPENTER

ELECTRICIAN APPRENTICE

ELECTRICIAN

ELECTRICIAN FOREPERSON

APPENDIX B
BIWEEKLY BASE RATE SCHEDULE FOR COMPENSATION GROUP 71

The following positions represented by the Building and Construction Trades Council of South Central Wisconsin and Its Appropriate Affiliated Locals, shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated effective the pay period including March 16, 2014. The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The city will meet and confer with the Union prior to any reduction in wages.

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

RANGE 01	1	2	3	4	5
	1799.48	1850.35	1901.22	1957.17	2002.97

PAINTER

RANGE 02	1	2	3	4	5
	1871.26	1922.11	1972.98	2028.94	2074.66

PAINTER LEADWORKER

RANGE 03	1	2	3	4	5
	1901.22	1957.17	2002.97	2069.05	2147.77

CARPENTER

RANGE 04	1	2	3	4	5
	2060.69	2139.47	2213.69	2297.14	2387.28

ELECTRICIAN

RANGE 05	1	2	3	4	5
	2240.34	2319.09	2393.27	2476.72	2566.86

ELECTRICIAN FOREPERSON

The normal progression through salary ranges shall be as follows:

Salary Step:	1	2	3	4	5
	Starting	After 6 mos.	After 18 mos.	After 30 mos.	After 42 mos.

Employees shall advance from the starting Step 1 to Step 2 upon successful completion of the probationary period or any extension thereof, and shall continue to advance after each twelve (12) months of service.

APPENDIX C EMPLOYEE CONTRACT GRIEVANCE REPORT

Instructions:

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

Grievance Step - Circle One		
1	2	3

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION	EMPLOYEE'S HOME ADDRESS	
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement.			DATE OF ALLEGED GRIEVANCE
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE	DATE FILED WITH EMPLOYER	
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED