

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
ANTHONY DICRISTOFANO**

This Agreement made this ___th day of _____ by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Anthony DiCristofano, a natural person (hereafter, the "Transit Chief Maintenance Officer" or "CMO").

WITNESSETH;

WHEREAS, the City desires to hire Anthony DiCristofano as an employee of the City of Madison to perform the services described herein on its sole behalf as the Transit Chief Maintenance Officer, and

WHEREAS, the Transit Chief Maintenance Officer represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Transit Chief Maintenance Officer, and

WHEREAS, the Transit Chief Maintenance Officer has been duly selected and has been confirmed for appointment to the position of Transit Chief Maintenance Officer by the Common Council of the City of Madison on _____, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. _____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. TRANSIT CHIEF MAINTENANCE OFFICER HIRED

Anthony DiCristofano is hereby hired as a non-civil service employee of the City, holding the position of Transit Chief Maintenance Officer pursuant to the terms, conditions and provisions of this Agreement. The Transit Chief Maintenance Officer shall act as an Appointing Authority for employees of the Transit Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRANSIT CHIEF MAINTENANCE OFFICER

A. General Responsibilities:

This is an executive-level position, reporting to the Transit General Manager and providing leadership and direction for Metro's internal fleet, maintenance, and facilities operation to optimize organizational effectiveness. Assumes full management responsibility for managing activities and operations, through subordinate managers, all activities related to the successful deployment and lifecycle management of Metro's fleet and infrastructure assets. The position is expected to identify and implement innovative approaches and technologies to improve customer service, performance, safety, and teamwork on a continuous basis. The position shall exemplify and set the tone for continuous improvement throughout the organization and assure cost-effective use of available resources.

B. Examples of Duties and Responsibilities:

Provide overall leadership, strategy, coordination and monitoring of Metro Fleet, Maintenance, and Facilities units through subordinate managers, supervisors, and front line staff.

- Be visible and accessible to employees to maintain strong unit morale and accountability
- Establish roles, unit priorities, long-term plans, equity approaches and strategies to meet objective
- Review, develop, implement and monitor enforcement of policies and procedures through an equity lens necessary for the effective management and operation of these units.
- Evaluate services provided and make adjustments as needed
- Establish and monitor goals and objectives with subordinate managers
- Provide necessary coordination between the units and their programs to maximize efficiency and quality of services.
- Develop business management systems, strategic objectives, and key performance indicators; analyze and utilize data to make management decisions and measure organizational performance

Lead high-level labor relations activities and the implementation of policies and procedures as defined by the GM and the City's Labor Relations Manager.

- Develop relationships with Union Business Agents
- Lead negotiations of new contracts
- Resolve issues where a policy may be unclear and/or procedures are lacking.

Lead the maintenance planning of major projects, including:

- Develop maintenance plans
- Determine and project staffing, training, and operating budget needs
- Execute City processes to ensure unit needs are met
- Develop new processes for specific organizational needs, including equity goals and processes
- Develop and coordinate purchased or supplemental transportation services

- Identify grant opportunities and participate in the development of grant applications
- Keep up to date on industry trends, technologies, vendor offerings, and peer agency projects. Share information with other Metro units.

Understand, interpret, and/or act as official accountable executive for a variety of mandatory federal processes and programs, including but not limited to:

- Transit Asset Management Plan
- FTA Triennial Reviews
- National Transit Database
- Americans with Disabilities Act

Represent and speak on behalf of the division in meetings with various entities, including:

- The Federal Transit Administration
- City of Madison Common Council, boards, and commissions
- Partner cities' Council, boards, and commissions
- Business partner organizations
- Neighborhood, community, business, and other special interest groups

Coordinate with other City of Madison departments and divisions, including the development of modification of processes.

Serve as a member of the Metro Executive Team and act for and on behalf of the General Manager as needed.

Perform related work as required.

- C. The Transit Chief Maintenance Officer agrees to perform such functions and duties at a professional level of competence and efficiency. The CMO shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).
- D. The Transit Chief Maintenance Officer shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the CMO's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the CMO is not compensated for such activities. Nothing

herein limits the CMO from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

- E. The standard Metro workweek is 40.00 hours. However, the CMO shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.
- F. The CMO shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.
- G. The Transit Chief Maintenance Officer shall establish City residency and continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the CMO agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Transit Chief Maintenance Officer's salary shall be based on an annualized rate of \$143,820 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The CMO shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Transit Chief Maintenance Officer shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:
 - 1. The Transit Chief Maintenance Officer shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action throughout the duration of this agreement subject to paragraph II. (G) above.
 - 2. The Transit Chief Maintenance Officer shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be

carried forward to the succeeding year with the approval of the Mayor. Except as otherwise provided, the CMO shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the CMO's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the CMO leaves employment with the City, but does not retire, the CMO shall be entitled to payment for one-half (50%) of any unused sick leave to which the CMO would otherwise be entitled.

3. The Transit Chief Maintenance Officer shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Transit Chief Maintenance Officer and in accordance with applicable Administrative Procedure Memoranda.
4. The Transit Chief Maintenance Officer shall be reimbursed for relevant professional association and/or licensure dues.
5. The Transit Chief Maintenance Officer shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.
6. The Transit Chief Maintenance Officer shall be eligible to be a CARS monitor in the City CARS program.
7. The Transit Chief Maintenance Officer shall be reimbursed for relocation expenses for the CMO's relocation to the City of Madison in accordance with APM 2-1. The CMO is responsible for obtaining two (2) bids for the move and submitting them to the City for authorization. Relocation expenses include: commercial carrier expenses, personal transportation expenses, temporary housing, and temporary storage of household items. The maximum reimbursement is \$12,000.

If the Transit Chief Maintenance Officer resigns during the first twelve (12) months, the City shall be reimbursed for the relocation expenses; up to twenty-four (24) months, the CMO shall repay 50% of said total relocation expenses.

The Transit Chief Maintenance Officer wishes to start employment as soon as possible and accordingly will look for temporary housing. Within two years, the CMO will relocate to within the Madison City Limits and his relocation allowance will remain in force through relocation.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. This Agreement shall take effect on_____, and shall expire on _____, unless terminated sooner as provided herein.
- B. For a period of twelve (12) months from the effective date of this Agreement, the Transit Chief Maintenance Officer shall serve a probationary period. During the probationary period, the Transit Chief Maintenance Officer serves at the pleasure of the Mayor and may be removed at will by the Mayor, in consultation with the Transit General Manager. The Mayor will give the Transit Chief Maintenance Officer four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Transit Chief Maintenance Officer may only be removed as otherwise provided herein.
- C. The Mayor, in their sole discretion and after consultation with the Transit General Manager, may offer renewal of this Agreement to the Transit Chief Maintenance Officer. The Mayor shall notify the Transit Chief Maintenance Officer of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Transit Chief Maintenance Officer shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Transit Chief Maintenance Officer's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.
- D. The Mayor, in their sole discretion and after consultation with the Transit General Manager, may elect not to offer renewal of this Agreement to the Transit Chief Maintenance Officer. In such event, the Mayor shall notify the Transit Chief Maintenance Officer of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, the Transit Chief Maintenance Officer will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Transit Chief Maintenance Officer is qualified.
- E. In the event of non-renewal of this Agreement, under either Paragraphs C or D above, the Mayor may, in their sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of this

Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Transit Chief Maintenance Officer of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Transit Chief Maintenance Officer the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Transit Chief Maintenance Officer's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

- A. The Transit Chief Maintenance Officer is subject to the Transit General Manager's supervision and is, during the term of this Agreement, subject to the Transit General Manager's authority to impose discipline on or to discharge the Transit Chief Maintenance Officer for a breach of this agreement if deemed necessary. The Transit Chief Maintenance Officer shall come to work and follow all applicable work rules including those designed to protect the interests and safety of the City, employees, and members of the general public. The City recognizes, however, that corrective action may be necessary if the Transit Chief Maintenance Officer fails to meet these expected standards. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered consistent with the accepted standards of just cause.

- B. The Transit Chief Maintenance Officer is expected to prepare an annual work plan for their Division. The Transit Chief Maintenance Officer shall be evaluated annually by the Transit General Manager to assess work performance. This evaluation shall include the establishment of departmental goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department/division heads, staff supervised by the Transit Chief Maintenance Officer, and/or Common Council Members.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Transit Chief Maintenance Officer. The City retains the sole right to determine the organizational structure and overall functioning of the Transit Division.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Transit Chief Maintenance Officer's duties or responsibilities change significantly. A "significant" change in the CMO's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Department services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Transit Chief Maintenance Officer against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Transit Chief Maintenance Officer shall file a Statement of Economic Interests with the City Clerk within 14 days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement no later than April 30 of each year.

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Transit Chief Maintenance Officer prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The CMO will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Transit Chief Maintenance Officer shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

- A. The Transit Chief Maintenance Officer may unilaterally terminate this Agreement during its term. If the CMO unilaterally terminates this Agreement on less than forty-five (45) calendar days' notice in writing to the Mayor, the CMO shall forfeit all rights to recover the cash equivalent of accumulated sick leave, unused vacation leave, and all other future benefits. These forfeiture provisions shall not apply if the CMO retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements). Upon expiration of this agreement or, if the CMO unilaterally terminates this agreement on forty-five (45) or more calendar days' notice in writing to the Mayor, the CMO shall have rights to be paid the cash equivalent of accumulated sick leave, unused vacation and all other future benefits accumulated at the time of the termination, as provided in Section 3 of this Agreement.

- B. The Transit Chief Maintenance Officer's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Transit Chief Maintenance Officer, the CMO shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Transit Chief Maintenance Officer or the City may pursue contract remedies.

- C. The City retains the right, in its sole discretion, to abolish the position of Transit Chief Maintenance Officer or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Transit Chief Maintenance Officer or reorganizes the Division to the extent that the position of Transit Chief Maintenance Officer is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code).

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Transit Chief Maintenance Officer shall not assign or subcontract any interest or obligation under this Agreement.

XIV. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the parties approved and authorized for execution in the same fashion as this original Agreement.

XV. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the parties hereto.

XVII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness

Satya Rhodes-Conway, Mayor

Witness

Maribeth L. Witzel-Behl, City Clerk

Witness

Anthony DiCristafano,
Chief Maintenance Officer

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Director

Michael Haas, City Attorney