

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
ARLYN GONZALEZ**

This Agreement made this June 18, 2024, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Arlyn Gonzalez, a natural person (hereafter, the "Director").

WITNESSETH;

WHEREAS, the City desires to hire the Director as an employee of the City of Madison to perform the services described herein on its sole behalf as the Employee Assistance Program (EAP) Director, and

WHEREAS, the Director possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Employee Assistance Program Director, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Employee Assistance Program Director by the Common Council of the City of Madison on June 18, 2024, and

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

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. EMPLOYEE ASSISTANCE PROGRAM DIRECTOR HIRED

Arlyn Gonzalez is hired as a non-civil service employee of the City, holding the position of Employee Assistance Program Director pursuant to the terms, conditions and provisions of this Agreement. The Director shall have and exercise full authority and discretion as a Department Head within the City's organizational structure and act as Appointing Authority for employees of the EAP in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE EAP DIRECTOR

A. General Responsibilities:

This is highly responsible professional, managerial and supervisory work in developing, directing and delivering the activities and functions of the City's Employee Assistance Program (EAP) and the Critical Incident Stress

Management (CISM) Program. The work involves program management, development, oversight and implementation for two separate but often overlapping programs. In addition, this position is responsible for the development, training and oversight of an EAP Volunteer Facilitator Network and two First Responder Peer Support Teams, and supervision of professional and paraprofessional staff. This position provides confidential EAP services directly and indirectly to employees, supervisors and department heads, and manages and oversees the external EAP contractual services. Under the general supervision of the Mayor's Office, the incumbent employee provides professional guidance at all levels of the organization, while exercising a high degree of independent judgment and discretion with confidential, sensitive information that includes liability management consultation.

B. Examples of Duties and Responsibilities:

Develop and manage the City's Employee Assistance Program. Direct, administer and develop the internal program, and the selection and oversight of the external EAP service provider.

Develop and manage the City's Critical Incident Stress Management (CISM) Program. Direct, oversee and monitor a contract for services with highly skilled and credentialed Mental Health Debriefers. Manage all aspects of the external program to include, but not limited to, service delivery, budgets and vendor contracts.

Develop occupationally specific EAP and CISM programming for City of Madison employees. Work collaboratively with department personnel to develop operating procedures, train Peer Support Team members, provide consultation and evaluation on the delivery of services, facilitate program use, assure adherence to program guidelines, and attend regular team meetings. Develop, train, and evaluate a Peer Support Program for the Madison Police and Fire Departments. Recruit, select, train and supervise EAP Facilitators.

Supervise professional clinical and paraprofessional staff, including hiring, orienting, directing, coaching, evaluating, disciplining, and training. Conduct regular staff meetings.

Manage all administrative procedures for the operation of the EAP Office. Develop and recommend policies and operational manuals, including Administrative Procedure Memorandums (APMs) in such areas as Critical Incidents, AODA, EAP, confidentiality guidelines, etc.

Conduct research, prepare narrative and statistical reports, develop promotional materials, and maintain and enhance confidential record keeping systems. Develop and present related utilization reports,

procedures, operations manuals, and program recommendations to the Mayor and the Common Council. Monitor and manage budget expenditures and prepare budget requests for review by the Mayor's Office, Finance Department, and Common Council.

Provide professional, confidential, direct services (i.e., problem assessment, short-term counseling, referral to appropriate community or organizational resources, case management, advocacy, etc.) to employees and significant others for personal or work-related problems that have the potential to affect job performance or general well-being.

Intervene with employees, family members, managers and supervisors in crisis situations. Facilitate grief sessions for employee groups following traumatic events or loss that impact the work unit. Facilitate Critical Incident Stress Debriefings for employees exposed to critical incidents while performing work duties.

Develop and maintain resource and treatment contacts for use with appropriate and timely employee referrals.

Provide specialized consultation for managers and supervisors on issues related to EAP and Critical Incident Stress Management (i.e., supervisory skills, organizational civility, culture and change management, alcohol and drug use, critical incidents, workplace violence and threats, suicide threats, conflict management, workgroup assessments, work-related stress, mental health, and grief).

Oversee, develop and deliver training for employees, supervisors, and managers at all levels of the organization on various topics. Provide on-going consultation and deliver training for Union Stewards and Employee Association Representatives on skills required for intervening with the troubled employee and referring for EAP services.

Attend all Mayor's Management Team Meetings with Mayoral staff and complete all assigned tasks. Serve on threat assessment teams in the context of workplace violence.

Establish and maintain effective working relationships with City staff, other governmental units, local and national EAP professionals, private organizations and local resources to include those agencies that deliver services through the City of Madison's insurance providers. Work collaboratively with HR staff in the areas of organizational development, individual and organizational wellness, workplace accommodations, employee benefits, and other employee related issues. Develop strategic partnerships between the City of Madison, treatment resources, and other community linkages.

Act as a content expert to outside organizations requesting best practice expertise related to EAP, CISM and Peer Support Programming. Serve on city and statewide advisory committees. Develop and deliver presentations for other community resources and government agencies on EAP/CISM related topics as requested.

Keep abreast of local, state, national trends and potential liability issues affecting EAP and CISM services. Ensure that service delivery follows professional guidelines and standards. Serve as the central organizational expert and consultant on these issues.

Develop, implement, and evaluate related organization-wide, intergovernmental, and/or community-wide projects or programs. Design and administer instruments or methods (e.g., surveys, interviews, focus groups, meetings, etc.) to determine needs and evaluate programs. Compile, analyze, synthesize, and evaluate this information and prepare related reports.

Ensure coverage 24 hours, 7 days per week for consultation related to crises that occur. If internal staff are unable to respond, must coordinate and oversee response by the backup external EAP provider as defined in the contract.

Ability to instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.

Ability to demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.

Perform related work as required.

- C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. The Director 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 Director 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 Director'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 Director is not compensated for such activities. Nothing herein limits the Director 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 City workweek is 38.75 hours. However, the Director 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 Director 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 Director shall establish residency within 18 months of the date of appointment and continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise. The Director shall be eligible for up to \$12,000 in reimbursement for moving costs in accordance with Mayoral APM 2-1.

III. COMPENSATION AND BENEFITS

- A. The Director's salary shall be based on an annualized rate of \$135,500 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 Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Director 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 Director 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 Director shall be entitled to twenty-five (25) 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 Human Resources Director. Except as otherwise provided, the Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. The Director may elect to convert up to ten (10) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
3. Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Director would have earned through the end of that year.
4. The Director shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Director and in accordance with applicable Administrative Procedure Memoranda.
5. The Director shall be reimbursed for relevant professional association and/or licensure dues.
6. The Director shall be eligible to be a CARS monitor in the City CARS program.
7. The Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. This Agreement shall take effect on June 18, 2024, and shall expire on June 17, 2029, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period following June 18, 2024.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director 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 Director'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, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director 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 Director 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 Director is qualified.
- E. In the event of non-renewal of this Agreement, under either Paragraph 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 Director of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Director 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 Director's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

For a period of twelve (12) months from the effective date of this Agreement, the Director shall serve a probationary period. During the probationary period, the Director serves at the pleasure of the Mayor and may be removed at will by the Mayor. The Mayor will give the Director four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Director be removed as otherwise provided herein.

The Director is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline on or to discharge the Director as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The Director shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of suspension or discharge.

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 Director. The City retains the sole right to determine the organizational structure and overall functioning of the EAP.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Director's duties or responsibilities change significantly. A "significant" change in the Director'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 Director 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 Director 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 Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Director 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 Director shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

A. The Director may elect to terminate this Agreement before the expiration of the contract period. If the Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.

B. The Director'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 Director, the Director 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 Director or the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of Employee Assistance Program Director or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Employee Assistance Program Director or reorganizes the Department to the extent that the position of Employee Assistance Program Director 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). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Director 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

Arlyn Gonzalez, EAP Director

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Director

Michael Haas, City Attorney