

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND
MAHANTH S. JOISHY**

This Agreement made this 2nd day of August, 2022 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Mahanth S. Joishy, a natural person (hereafter, the "Superintendent").

WITNESSETH;

WHEREAS, the City desires to hire Mahanth S. Joishy as an employee of the City of Madison to perform the services described herein on its sole behalf as the Fleet Service Superintendent, and

WHEREAS, Mahanth S. Joishy represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Fleet Service Superintendent, and

WHEREAS, Mahanth S. Joishy has been duly selected and has been confirmed for appointment to the position of Fleet Service Superintendent by the Common Council of the City of Madison on August 2, 2022, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. RES-22-_____.

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. FLEET SERVICE SUPERINTENDENT HIRED

Mahanth S. Joishy is hereby hired as a non-civil service employee of the City, holding the position of Fleet Service Superintendent pursuant to the terms, conditions and provisions of this Agreement. The Superintendent shall have and exercise full authority and discretion as a Division Head within the City's organizational structure and act as Appointing Authority for employees of the Fleet Service Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE FLEET SERVICE SUPERINTENDENT

A. General Responsibilities:

This is responsible managerial, administrative, and technical work in planning for and directing the programs, operations, and staff of Fleet Service. Fleet Service is responsible for the fueling, administration, purchasing, maintenance and repair, inspection, replacement and disposal of the centralized municipal fleet of vehicles,

trucks, and specialized equipment. Under the general direction of the Mayor, and in conjunction with the Public Works Team and all other City divisions, the employee functions with a high degree of independence in the development and implementation of assigned programs.

B. Examples of Duties and Responsibilities:

- Develop and manage the programs and operations of Fleet Service, incorporating the fueling, administration, purchasing, maintenance and repair, inspection, replacement and disposal of the centralized municipal automotive fleet (to include a wide variety of on and off-road vehicles, and special purpose equipment). Develop and maintain a cost-effective preventive maintenance plan, and oversee implementation through lower-level supervisors.
- Evaluate automotive equipment needs in consultation with user agencies. Prepare detailed truck, automotive, and specialized equipment specifications. Advise city officials on a variety of automotive equipment considerations. Plan for and determine the most cost-effective, safest, and environmentally sustainable service and replacement of fleet equipment. Oversee annual Capital and Operating budget management to adequately cover the vehicle and equipment needs of user agencies.
- Develop and maintain Fleet Service policies and procedures. Prioritize and expedite crucial cost-effective repairs. Maintain close communication and coordination with user agencies to maximize service delivery. Maintain, update, and enforce APM 2-13: City Driver Policy, which applies to all City drivers from every division.
- Develop and maintain effective service and vehicle/equipment operational cost analysis information and recordkeeping systems. Prepare and present comprehensive budgetary information. Oversee cost-effective inventory control system(s) relative to automotive parts, supplies and fuel using (1) fleet maintenance software database, (2) fueling software database, and (3) GPS telematics software database.
- Manage Fleet Service supervisory, skilled, semi-skilled, and administrative staff. Serve as Appointing Authority for Fleet Service. Hire, train, motivate, supervise, evaluate and discipline staff. Respond to employee grievances. Maintain applicable occupational health and safety standards.
- Oversee the maintenance and repair of fleet vehicles at satellite user locations.
- Prepare and present a variety of operational and budgetary reports and recommendations.
- Participate in various City staff teams, relative to both fleet service planning and utilization, and more generalized City management matters. Collaborate with the Public Works Team on issues of mutual interest. Participate in related program planning and problem resolution. Participate in labor contract negotiations.

- Represent Fleet Service as a key stakeholder on the Madison Vision Zero committee for traffic safety fatality reduction programs. Represent the City on all aspects of the Madison Climate Forward Program for the Fleet Service, including expansion of solar power, electric vehicles, hybrid vehicles, biodiesel, soybean tires, anti-idling technology, GPS telematics, and other similar initiatives. This leadership may extend to other City fleets in the area, while also including the greater Madison community.
 - Coordinate closely with Metro Transit and Water Utility on their fleet operations, especially in the areas of alternative fuels, driver safety, environmental sustainability, joint purchasing, data management, and cost-efficient maintenance.
 - Play a key role in logistics for citywide emergency management within City Incident Command System, as needed.
 - Provide media and legislative liaison for Fleet Service. Represent Fleet Service in a variety of contexts.
 - Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles.
 - Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.
 - 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 Superintendent agrees to perform such functions and duties at a professional level of competence and efficiency. The Superintendent 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 Superintendent 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 Superintendent 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 Superintendent is not compensated for such activities. Nothing herein limits the Superintendent 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 Superintendent 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 Superintendent 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 Superintendent shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Superintendent agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Superintendent's salary shall be based on an annualized rate of \$141,308 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 Superintendent shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Superintendent shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, receive the same benefits as all other non-represented professional employees in Compensation Group 18. These benefits 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.
 - 1. Vacation: The Superintendent 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. If the Superintendent leaves the position before the end of the contract period, they shall be paid in full for any earned but unused vacation pro-rated to the day the Superintendent terminates City employment. If the Superintendent leaves the position at the end of the contract period or retires and qualifies for Wisconsin Retirement System (WRS) benefits, the Superintendent shall be paid in full for all vacation the Superintendent would have earned in that year.
 - 2. Floating Holiday: The Superintendent shall be entitled to 3.5 floating holidays per year. If the Superintendent leaves the position before the end of the contract period or leaves the position at the end of the contract period, any

unused floating holidays are forfeited. If the Superintendent retires and qualifies for WRS benefits, any unused floating holidays will be paid out at retirement.

3. Sick Leave: If the Superintendent leaves the position before the end of the contract period, the Superintendent shall be entitled to payment in full (100%) of any earned but unused City sick leave accumulated prior to the start of this current contract period. The Superintendent shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Superintendent terminated City employment during the current contract period. If the City terminates the Superintendent's contract before the end of the contract period or the Superintendent leaves the position at the end of the contract period or the Superintendent retires during the contract period and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated to the day of termination.
4. Vacation Conversion: If the Superintendent accrues a balance of more than five weeks from the preceding year(s), the Superintendent 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 Superintendent shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
5. The Superintendent shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Superintendent and in accordance with applicable Administrative Procedure Memoranda.
6. The Superintendent shall be reimbursed for relevant professional association and/or licensure dues.
7. The Superintendent shall be eligible for smart phone with data plan reimbursement up to seventy-five (\$75) dollars per month for City usage.
8. The Superintendent shall be eligible to be a vehicle monitor. The Superintendent shall agree to abide by all policies and procedures found in APM 2-13 City Vehicle Driver Policy.

IV. CONTRACT TERM

This Agreement shall take effect on July 31, 2022, and shall expire on July 31, 2027, unless terminated sooner as provided herein.

V. AGREEMENT RENEWAL / NON-RENEWAL

- A. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Superintendent. The Mayor shall notify the Superintendent of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement.

Failure to so notify the Superintendent 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 Superintendent'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. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Superintendent left at the end of the contract period.

- B. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Superintendent. In such event, the Mayor shall notify the Superintendent 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 Superintendent 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 Superintendent is qualified. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Superintendent left at the end of the contract period.

VI. EARLY TERMINATION OF AGREEMENT / MATERIAL BREACH

- A. The Superintendent may elect to terminate this Agreement before the expiration of the contract period. If the Superintendent provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Superintendent forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Superintendent 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 Superintendent leaving during the contract period. These forfeiture provisions do not apply if the Superintendent retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The Mayor may, in their sole discretion, terminate this Agreement within ninety (90) days of the expiration period defined in Section IV. A. of the Agreement. Early termination of the Agreement is accomplished by (a) notifying the Superintendent of the date of early termination, and (b) committing to pay, in a lump sum, the salary and benefits in Section III. B. that the Superintendent would have earned through the end of the contract period, together with payment of the City's share of any health insurance premiums through the end of the contract period. If this Agreement is terminated early through the provisions of this buy-out clause, the Superintendent's employment with the City ends on the early termination date.
- C. The Mayor may discharge the Superintendent for the Superintendent's breach of a material provision of this Agreement after utilizing the procedure defined in Section VI. D of this Agreement. In the event of a discharge for the Superintendent's breach

of a material provision of this Agreement, the Superintendent shall forfeit all compensation and benefits on the date of discharge.

- D. 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 of the alleged breach, of the specific provisions of this Agreement that were allegedly breached. After notification of the alleged breach, the parties shall meet within thirty (30) working days to resolve the alleged breach. If the issue is not resolved, the Superintendent may pursue contract remedies and the City may discharge the Superintendent under the terms of Section VI. C of this Agreement.
- E. The City retains the right, in its sole discretion, to abolish the position of Superintendent or to reorganize the position in the best interest of the City. In the event the City abolishes the position of Superintendent or reorganizes the to the extent that the position of Superintendent 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). The benefits enumerated in Section III. B. of the Agreement will be paid as if the Superintendent left at the end of the contract period.

VII. PERSONNEL ACTIONS

- A. The Superintendent is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline or to discharge the Superintendent for a breach of this agreement if deemed necessary. The Superintendent 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. This includes all applicable Madison General Ordinances, Resolutions of the Common Council, Administrative Procedure Memorandums (APM), Mayor's Directives, Collective Bargaining Agreements, and City Personnel Rules. The City recognizes, however, that corrective action may be necessary if the Superintendent 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 Superintendent is expected to prepare an annual work plan for their Department. The Superintendent shall be evaluated annually by the Mayor to assess work performance. This evaluation shall include the establishment of Department goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department heads, staff supervised by the Superintendent, and/or Common Council Members.

VIII. 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 Superintendent. The City

retains the sole right to determine the organizational structure and overall functioning of the Fleet Service Division.

IX. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Superintendent's duties or responsibilities change significantly. A "significant" change in the Superintendent'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.

X. LIABILITY PROTECTION

The City shall defend and indemnify the Superintendent 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.

XI. STATEMENT OF ECONOMIC INTERESTS

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

XII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Superintendent prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Superintendent 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.

XIII. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Superintendent shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XIV. NO ASSIGNMENT OR SUBCONTRACT

The Superintendent shall not assign or subcontract any interest or obligation under this Agreement.

XV. AMENDMENT

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

XVI. 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.

XVII. ENTIRE AGREEMENT

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

XVIII. 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.

XIX. 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

Mahanth J. Joishy, Fleet Services
Superintendent

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke, Finance Director

Michael R. Haas, City Attorney