

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
JAMIE M. ACTON**

This Agreement made this September 16, 2025, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Jamie Acton, a natural person (hereafter, the "Transit General Manager" or "Employee").

WITNESSETH;

WHEREAS, the City desires to hire the Transit General Manager as an employee of the City of Madison to perform the services described herein on its sole behalf as the Transit General Manager, and

WHEREAS, the Transit General Manager possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Transit General Manager, and

WHEREAS, the Transit General Manager has been duly selected and has been confirmed for appointment to the position of Transit General Manager by the Common Council of the City of Madison on September 16, 2025, 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. TRANSIT GENERAL MANAGER HIRED

Jamie M. Acton is hired as a non-civil service employee of the City, holding the position of General Manager pursuant to the terms, conditions and provisions of this Agreement. The Transit General Manager 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 Metro Transit in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRANSIT GENERAL MANAGER

A. General Responsibilities:

This is responsible managerial and executive leadership work in developing, planning, organizing, and executing the diverse programs and operations of the Madison Metro Transit System. Under the policy direction of the Mayor, the Transit General Manager is responsible for exercising considerable judgment and discretion in meeting program objectives.

B. Examples of Duties and Responsibilities:

Lead, manage, and develop a comprehensive staff team responsible for:

- Operating fixed route service for the Madison Metropolitan Region, this includes: routing and stations, bus operation, transit maintenance, dispatch, and contracting for the paratransit service.
- Enhancing Metro's sustainability efforts, including the transition to a fully electric bus fleet.
- Engaging in and support public relations activities, including customer relations, media relations, including expansion of sales initiatives such as employer and ridership recruitment.
- Developing and implementing area-wide transit plans that interface with land use and transportation planning elements.
- Assisting in the development of the Metropolitan Planning Organization's Transit Development Plan, including plans for Bus Rapid Transit.
- Applying for and administering Federal and State grants in compliance with regulations.

Manage the administration of systems that use key performance indicators to track transit performance, operations, and budget.

Develop, maintain, and support systems that promote continuous improvement and service delivery.

In partnership with Human Resources, direct all aspects of labor relations, including collective bargaining negotiations, agreements, and implementation.

Develop, implement, and evaluate Metro Transit policies and procedures to promote excellence and compliance with applicable local, state and federal regulations.

Oversee organizational functionality and implement changes as appropriate.

In collaboration with the Department of Transportation, coordinate Metro Transit activities with other City, County, State and Federal agencies. Work closely with other Transportation Department managers and City officials in developing and administering the City's integrated transportation program. Represent the division before boards, commissions, etc. by providing policy level consultation and recommendation. Participate in intra/inter-agency committee efforts. Attend various professional and civic meeting and present/discuss various transit programs.

Serve as the executive secretary of the Transportation Commission for a two-year appointment. Frame policy level issues for the commission's consideration and provide related staff support.

Evaluate bus route prioritization to ensure efficient, high quality and equitable service.

Manage a large and diverse staff both directly and through supervisors. Develop and maintain effective employee relations programs. Hire, train, assign, supervise and evaluate employees. Develop and administer effective training, safety, and affirmative action programs. Oversee and/or conduct related organizational analyses and recommend and/or implement changes as appropriate.

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 Transit General Manager agrees to perform such functions and duties at a professional level of competence and efficiency. The Transit General Manager 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 53.35 (the Ethics Code).

- D. The Transit General Manager 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 Transit General Manager'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 Transit General Manager is not compensated for such activities. Nothing herein limits the Transit General Manager 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 40 hours. However, the Transit General Manager 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 Transit General Manager 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 General Manager shall establish City residency and continue to reside within the City of Madison within 18 months of the execution date of this agreement. As a condition of accepting this contract, the Transit General Manager agrees to waive any right to challenge this residency requirement, by court action or otherwise. The parties agree that Acton is eligible for up to \$12,000 in relocation reimbursements, in accordance with City Policy.

III. COMPENSATION AND BENEFITS

- A. The Transit General Manager's salary shall be based on an annualized rate of \$183,000 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 Transit General Manager shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

- B. The Transit General Manager 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 General Manager 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 General Manager 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 Human Resources Transit General Manager. Except as otherwise provided, the Transit General Manager shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Transit General Manager's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The Transit General Manager 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 Transit General Manager 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 Transit General Manager leaves the position before the end of the contract period, the Transit General Manager 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 Transit General Manager shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Transit General Manager terminated City employment during the contract period. If the City terminates the Transit General Manager's contract before the end of the

contract period or the Transit General Manager leaves the position at the end of the contract period or the Transit General Manager retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Transit General Manager would have earned through the end of that year.

4. The Transit General Manager shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Transit General Manager and in accordance with applicable Administrative Procedure Memoranda.
5. The Transit General Manager shall be reimbursed for relevant professional association and/or licensure dues.
6. The Transit General Manager 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 September 16, 2025, and shall expire on September 15, 2030, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period including October 12, 2025.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Transit General Manager. The Mayor shall notify the Transit General Manager 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 General Manager 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 General Manager'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 Transit General Manager. In such event, the Mayor shall

notify the Transit General Manager 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 General Manager 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 General Manager is qualified.

- E. In the event of non-renewal of this Agreement, 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 General Manager of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Transit General Manager 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 General Manager'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 Transit General Manager shall serve a probationary period. During the probationary period, the Transit General Manager serves at the pleasure of the Mayor and Transportation Director, and may be removed at will by the Mayor. The Mayor will give the Transit General Manager four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Transit General Manager be removed as otherwise provided herein.

The Transit General Manager is subject to the Transportation Director and 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 Transit General Manager as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The Transit General Manager 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 Transit General Manager. The City retains the sole right to determine the organizational structure and overall functioning of the Metro Transit Division.

VII. REOPENING THE AGREEMENT

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

XII. TERMINATION OF AGREEMENT

- A. The Transit General Manager may elect to terminate this Agreement before the expiration of the contract period. If the Transit General Manager provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Transit General Manager forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Transit General Manager 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 Transit General Manager leaving during the contract period. These forfeiture provisions do not apply if the Transit General Manager retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The Transit General Manager'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 General Manager, the Transit General Manager 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 General Manager or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Transit General Manager or to reorganize as it deems in the best interest of

the City. In the event the City abolishes the position of Transit General Manager or reorganizes the Department to the extent that the position of Transit General Manager 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 Transit General Manager 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.

EMPLOYEE:

Jamie M. Acton

CITY OF MADISON
A Wisconsin Municipal Corporation

Satya Rhodes-Conway, Mayor

Lydia McComas, City Clerk

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Director

Patricia Lauten, Deputy City Attorney