

Appendix A: Compensation Group 23 Employees

This Appendix applies to the members of Compensation Group 23 in addition to the provisions of the body of the handbook to which this Appendix is attached. In the event of a conflict between this Appendix and the handbook, this Appendix shall apply. This appendix will not override any labor agreement, City Ordinance, Administrative Procedure Memorandum, State or federal law.

1. **Compensation:** Compensation for Compensation Group 23 employees shall be at the rate for that compensation group adopted through MGO 3.54 and maintained by Human Resources on the Finance Department website at:

<http://www.cityofmadison.com/finance/salarySchedule/>.

Any changes to the salary schedule or step progression for Compensation Group 23 employees shall be by resolution or ordinance, proposed by the Human Resources Director and approved by the Common Council, taking into account any recommendations of the Committee on Employee Relations (CER) under MGO 33.10. (See Personnel Rules)

2. **Salary Advancement:** Step increases shall take place as described in sec. 3.54(11) except Compensation Group 23 employees shall have sixteen (16) salary steps. Step increases will occur on an annual basis upon an employee's completion of his/her probationary period.
3. **Vacation Carry-Over:** Employees in Compensation Group 23 can automatically carry over up to ten (10) days of unused vacation from one year to the next. Unused vacation in excess of ten (10) days may only be carried over with the approval of the employee's Department Head and Human Resources Director. Any vacation that is carried over must be used by June 30 of the following year. See APM 2-5 for more details.
4. **AWOP:** Employees in Compensation Group 23 may use AWOP in accordance with APM 2-31 or MGO 3.32(4) whichever provides the greater number of leave days that may be approved by the department head, and with the exception that Compensation Group 23 employees do not require permission of the Mayor (or HR Director/designee as Mayor's representative) for leave that exceeds that number of days.
5. **Residency:** Compensation Group 23 employees shall not be restricted in their right to choose their place of residency.
 - A. Effective upon an employee's establishment of a primary residence outside of the City of Madison, the employee's longevity payment shall not exceed ten percent (10%) until the date marking the beginning of the employee's twenty-fifth (25) year of continuous employment. On that

date, the employee's longevity payment shall increase to eleven percent (11%).

- B. All employees of Compensation Group 23, who buy a residence in the City of Madison, shall be granted a \$500.00 Residence Purchase Assistance Payment.
 - 1. This payment will not be made more than one (1) time per each fifteen (15) years of employment.
 - 2. This payment will be made only to employees who purchase a residence **after** having been a permanent employee for at least thirteen (13) months, counted from the date of hire in the permanent position. Unpaid leaves will not count towards the required thirteen month period.
 - 3. This payment is to provide assistance for the purchase of homes in which employees will establish/maintain their primary residence.
 - 4. This program will discontinue upon the adoption of a City-wide program to incentivize City of Madison residency.
- 6. **Professional Time:** The City recognizes that the professional work performed by Compensation Group 23 employees cannot be standardized in relationship to a given period of time. As such, Compensation Group 23 employees will be entitled to professional time as described in MGO 3.54(14)(a)8.
- 7. **State Bar Membership, Continuing Legal Education, and Liability Insurance:** The City shall pay the cost of the employee's State Bar Association dues and mandatory Supreme Court assessments necessary for maintaining the employee's license to practice law in Wisconsin. In addition:

A. The City shall pay either:

- 1. The full cost of membership in the Dane County Bar Association, and one (1) section membership to the State Bar of Wisconsin; or
- 2. Two section memberships to the State Bar of Wisconsin.

This provision does not limit employees from enrolling in unpaid section memberships. In addition, employees shall be eligible for further training pursuant to the City's employee training program subject to approval by the department head.

- B. The full cost of tuition and customarily allowed expenses shall be paid by the City for Continuing Legal Education (CLE) courses necessary to fulfill the Board of Attorney's Professional Competence continuing legal education requirements for attorneys, subject to approval by the department head.

- C. Employees shall be granted time off without loss of pay to attend Employer-approved courses, seminars and programs.
 - D. The City Attorney will budget funds each year to send one (1) Compensation Group 23 member to each of the annual International Municipal Lawyer Associations (IMLA) conventions. Selection for such attendance shall be made by the City Attorney on a rotating basis.
 - E. The City agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes Sec. 895.46. The City shall also maintain a professional errors and omissions insurance policy with employees named as additional insured, which will provide coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence per employee. Such coverage shall be maintained in force under the current insurance policy or, if changed, an equivalent insurance policy or self funded program.
8. **Mileage Reimbursement and Parking Allowance:** Employees who are required to use their personal vehicles for work purpose will be reimbursed in accordance with APM 1-5.
9. **Employee Representation:** Employees shall have the right of self organization without concern for interference, restraint, coercion or domination. Employees within Compensation Group 23 may form, join or assist in the creation and maintenance of one (1) association to represent the compensation group, hereafter “Compensation Group Representative” and to engage in the procedures set forth in relevant sections of Chapter 3 and Section 33.10 of the Madison General Ordinances.
- A. The Compensation Group Representative shall not collectively bargain with the City. The Compensation Group Representative may be annually required by the City, on the first day of May, to demonstrate by a show of membership cards, petition or similar process that it has more support than any other association seeking to represent the employees of Compensation Group 23. The members of Compensation Group 23 shall determine the employee representatives for the compensation group.
 - B. Employee Representatives are individuals who are employees of the City of Madison, members of the Compensation Group Representative and who participate in the activities described below. Compensation Group 23 shall be allowed up to two (2) Employee Representatives. The Employee Representatives will be allowed to post notices, meet with employees for reasonable periods of time to discuss issues and potential grievances, and attend meetings with outside counsel and any Association Representatives for reasonable periods of time while on work time. Employee Representatives will do this in such a way as to cause the least disruption

within the workplace. Compensation Group 23 Employee Representatives may meet and confer with City representatives at reasonable intervals regarding benefits and working conditions contained in this Handbook and Appendix, and the subjects listed in MGO 33.10(4). Association representative(s) may also attend such meetings and conferences at the discretion of the Employee Representative.

- C. Employee Representatives will be allowed up to fifteen (15) unpaid leave days per calendar year to attend educational conferences, classes, or conventions related to their role as Employee Representative. Additional unpaid leave days may be authorized by the Human Resources Director. Employee Representatives will provide a minimum of seven (7) days advanced notice to their supervisor and will schedule time off in such a way as to cause the least disruption within the workplace.
- D. Upon request, the City will provide an email address for Employee Representatives that do not have one available. A copy of all written notices to employees or Employee Representatives concerning matters related to this Handbook and Appendix, including new job titles or other proposed changes to the compensation group's composition, shall be sent to Employee Representatives and Association Representatives, if any. Association Representatives shall copy the Employee/Labor Relations Manager with any communication to the City concerning matters related to this Handbook or Appendix.

10. **Grievance and Arbitration:** Compensation Group 23 Employees may file grievances using the following procedure regarding the general interpretation, application, compliance with, or enforcement of City of Madison ordinances §3.32 and §3.54 or this handbook. However, matters covered under the City's Personnel Rules or a valid labor contract shall be subject to the appeals and grievance procedures contained therein, unless otherwise specified.

Grievance Procedure: Grievances shall proceed in compliance with the time limits and procedures outlined below:

- A. Employee Representatives may confer with employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such employee representatives shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
- B. All grievances must be submitted in writing within thirty (30) days of the event giving rise to the grievance, or within thirty (30) days of the time the employee knew, or should have known, about the event giving rise to the grievance with the exercise of reasonable diligence, but in no event more

than ninety (90) days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist.

- C. Time limits set forth in the grievance procedure, with the exception of the initial time limit for filing a grievance, shall be exclusive of Saturdays, Sundays and Holidays. Time limits for processing grievances from one step to another in the procedure may be extended by mutual agreement of the parties.
- D. All grievances shall be subject to the following procedures:

The following steps shall apply to all grievances:

Step One: The grievance shall be reduced to writing and presented to the employee's immediate supervisor on the approved form with a copy sent to the Employee and Labor Relations Manager. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and the employee's representative to discuss the grievance. Within five (5) days following the date of this meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

Step Two: The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing and presented to the Department/Division Head with a copy sent to the Employee and Labor Relations Manager. The Department/Division Head, or his/her designee, shall, within 10 days of receipt of the grievance, confer with the employee and employee's representative before making his/her determination. Within five (5) days following the date of this meeting, the Department/Division Head shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated employee representative and the Employee and Labor Relations Manager.

Step Three: If the grievance is not settled at Step Two or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the employee, the parties may elect to proceed to mediation. If either party objects to mediation, the parties will proceed directly to arbitration.

Mediation: The purpose of mediation is to act as a means for the parties to communicate constructively, with the assistance of the mediator, on the issue(s) being disputed with a goal of resolving the issue using consensus based problem solving. For grievances proceeding to mediation the following procedures apply:

- A. Within fifteen (15) days of the receipt of the Department/Division Head's decision at Step Two, any party wishing to pursue the grievance past Step Two can send a written "Request to Initiate Mediation" to the other party.

- B. Within ten (10) days of the receipt of the “Request to Initiate Mediation,” the City and the employee representative will endeavor to reach mutual agreement on a mediator. The mediator may come from the list of mediators supplied by the Wisconsin Employment Relations Commission or the Federal Mediation and Conciliation Service.
- C. If no agreement is reached on a mediator, the parties by lot will select five (5) names from the mediator panel. The parties shall alternately eliminate names until the mediator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person’s availability and willingness to undertake the mediation and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until a mediator is selected.
- D. Each of the parties shall select their respective representative(s) to attend the mediation. Employee participants may have the grievant and two (2) employee representatives attend the mediation without loss of pay. Representatives must have the necessary authority to settle the grievance.
- E. The procedure at the mediation will be determined by the mediator after consultation with the representatives.
- F. No later than ten (10) days before the mediation, each party will notify the other party of the name(s) of those people who will appear at mediation, including that party’s representative(s) and any other individuals it deems necessary to resolve the dispute.
- G. No later than ten (10) days before the mediation, each party will simultaneously exchange with the other party, and send to the mediator:
 - a) A summary of each party’s position in the dispute and the relief requested, said summary to be no longer than 10 pages; and
 - b) Copies of all documents each party refers to in its summary.
- H. To facilitate a successful resolution of the grievance at mediation, all parties agree, and understand, that mediation discussions are for the purpose of reaching a mutually acceptable resolution of the grievance. Accordingly, all parties agree that mediation discussions are confidential and may not be used by any party, in any way, at any subsequent arbitration. Further, all parties understand that they may not call the mediator as a witness in any subsequent arbitration. Notwithstanding the foregoing, nothing shall prevent any party from introducing documents at any subsequent arbitration that were utilized at mediation provided that the documents were not created during the mediation.

- I. No formal record or transcript of the mediation will be made.
- J. Payment of the mediator's fees and other reasonable expenses will be split equally between the parties to the mediation.

Final and Binding Arbitration: For grievances proceeding to final and binding arbitration, the following procedures apply:

- A. Within fifteen (15) days after the close of mediation, if the parties were unable to settle the matter at mediation, any party may file a written notice of the intent to proceed to arbitration with the other party. The notice shall identify the applicable handbook or policy provision, the grievance(s), the Department and the employee involved. If notice is not filed within fifteen (15) days, the matter is deemed settled at Step Two.
- B. If the parties cannot agree on an arbitrator, either party may request that the Wisconsin Employment Relations Commission (WERC) or Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) arbitrators to both parties. Within five (5) days of the receipt of the WERC's or FMCS' list, either party may notify the WERC/FMCS, and the other party, of their intent to reject the entire WERC/FMCS list. The WERC/FMCS shall submit a new list which shall not duplicate the original list. The option to reject a list may only be exercised by each party once per grievance.
- C. If no agreement is reached on an arbitrator, the parties by lot will select five (5) names from the arbitrator panel. The parties shall alternately eliminate names until the arbitrator is selected. The flip of a coin shall determine which party is to eliminate the first name. The parties shall immediately contact the selected person to ascertain the person's availability and willingness to undertake the arbitration and shall notify the parties of acceptance. In the event of non-acceptance, the selection process will be repeated until an arbitrator is selected.
- D. An arbitrator must be picked and the arbitration must be scheduled within six (6) months from the date the last panel was submitted to the parties or the grievance shall be moot. This provision shall not be construed to mean that the arbitration hearing must take place within six (6) months, only that it be scheduled within six (6) months.

Hearing: The hearing shall be held in Madison, Wisconsin at a time and place convenient to the parties at the earliest possible date after the arbitrator has been notified of their selection.

- A. The grievant(s) and not more than two (2) employee representatives may be present at the hearing without loss of regular wages if the hearing is scheduled during their regularly scheduled workday. Not more than five

(5) employees called by the employee or employee's representative as witnesses may appear at the hearing without loss of regular wages if the hearing is scheduled during the employees' regularly scheduled workday. Employees who appear as witnesses during their regularly scheduled work day and do not testify at the hearing will not receive their regular wages unless the matter is settled during the course of the hearing.

- B. The arbitrator shall have the authority to administer oaths and to issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded stenographically or by a recording machine under the supervision and control of the arbitrator. The arbitrator shall take such evidence, as in his/her judgment is appropriate, for the disposition of the issue(s) presented. Statements of position may be made by the parties, documents may be submitted into evidence and witnesses may be called to testify.
- C. The arbitrator shall have the initial authority to determine whether or not the dispute is procedurally arbitrable under this ordinance. If the dispute is procedurally arbitrable, the arbitrator shall proceed with the hearing and determine the merits of the dispute in accordance with this ordinance and the applicable sections of Chapter 788 of the Wisconsin Statutes. If the Wisconsin Statutes and City of Madison Ordinances are in conflict regarding any procedure for arbitration, the Wisconsin Statutes shall control.
- D. In making his/her decision, the arbitrator shall neither add to, detract from, nor modify the language in any ordinance, personnel rule or work rule in arriving at a determination of the issue(s) presented. The arbitrator shall have no authority to change wage rates or salary schedules.
- E. The arbitrator shall only decide the issue(s) submitted by the parties for arbitration and shall have no authority to determine any other issue. The arbitrator shall not submit observations or make declarations of opinion on matters that are not directly essential in reaching a determination of the issue(s) presented.
- F. Fees and expenses for the arbitrator's services shall be borne equally by both parties.

Decision: The arbitrator shall submit his or her decision affirming or reversing the action with his/her reasons in writing to the parties within sixty (60) calendar days of the close of the hearing or the submission of the parties' briefs, whichever is later. No decision may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One. The decision of the arbitrator is final and binding without recourse to further appeal.

Health and Safety, Discipline and Discharge:

Employees may appeal matters pertaining to health and safety, discipline and discharge using the procedure outlined in the City Personnel Rules adopted pursuant to sec. 3.53, MGO.