

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
LOCAL 311, I.A.F.F.
(INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS)**

BACKGROUND: For many years, the City and the Union have included in their Collective Bargaining Agreement, the conditions under which the City agrees to provide a subsidy for employees toward the cost of bus passes on the City's Metro system. The City would like to enhance its transportation demand management program by participating in a Metro Transit unlimited ride pass program, for which reimbursement is made by the City to Metro, at no cost to City employees. This document would replace the language in the contract concerning bus pass subsidy until such time that the unlimited ride bus pass program is not in existence. The terms and conditions of this program are as follows:

1. The initial pilot project started August 1, 2005, through December 31, 2005, and for such further time as the requisite funding was allocated and approved during the budget process. This program replaced the City's former bus pass subsidy program. Approval for the program has been extended until December 31, 2009 with the understanding that the City may terminate this program on or after January 1, 2009, upon ninety (90) days' written notice to the Union.
2. The Metro unlimited ride pass for which full payment is made by the City will replace the Bus Pass Subsidy. In the event the free of charge, unlimited ride pass program is abolished or canceled, the City will reinstate the Bus Pass Subsidy Program.
3. The Metro unlimited ride pass provides free-fare access by City employees to Metro's fixed route and ADA Complimentary Paratransit Services.
4. Metro Transit services specifically excluded from the free-fare program are Metro special event shuttles for sporting and other events for which special event fares are charged.
5. Metro will provide unlimited ride passes to the City Human Resources Department and/or the City Treasurer's Office or other agency designated by the Mayor for distribution to all current employees. Replacement passes can be purchased for \$10.00 by any eligible City employee who can verify that their pass was lost, stolen or destroyed. To qualify for the free ride, employees must present both an employee identification card and an unlimited ride pass.

6. The unlimited ride pass is not transferable and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom it was issued.

7. The City of Madison may terminate this program upon ninety (90) days written notice to the Union and participating employees.

Agreed to this 1st day of April, 2008.

FOR THE CITY

MR. ST

FOR THE UNION

[Signature]

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
Fire Fighters Local 311

BACKGROUND: This Memorandum of Understanding is to establish rules and procedures with respect to loss of driving privileges by members of Fire Fighters Local 311.

In the event an employee represented by Fire Fighters Local 311 is involved in an incident which may result in the revocation or suspension of driving privileges, and/or has his/her driving privileges suspended or revoked, the employee shall report the incident and/or the suspension or revocation to the Fire Chief within seventy two (72) hours of the incident or the suspension or revocation. If the employee reports the incident and/or the suspension or revocation as required, the parties agree to the following:

1. If operating privileges are suspended or revoked for sixty (60) calendar days or less the employee will be allowed to make exchanges to cover the duration of the suspension or revocation or work in accordance with provisions outlined in number two (2) below.
2. If operating privileges are suspended or revoked for greater than sixty (60) calendar days, but for one (1) calendar year or less the employee will be temporarily demoted to the rank of fire fighter and shall receive the appropriate salary of the fire fighter position with all longevity included. The maximum amount of employees that may be employed without a license shall be limited to three (3). If the number exceeds three (3) the least senior person(s) shall be placed on a leave of absence without pay or benefits. The Fire Chief shall maintain the right to reassign staff to ensure that only one individual without a license is working at any time and any trade request will be denied if it would result in more than one (1) person working without a license.
3. If operating privileges are suspended or revoked for greater than one (1) year but less than two (2) years the employee will be placed on a leave of absence without pay or benefits until such time as the employee has operating privileges reinstated. The

employee shall provide the department with proof of reinstatement of operating privileges as well as all other minimum job requirements and two weeks' notice prior to returning to work.

4. If operating privileges are suspended or revoked for greater than (2) calendar years the employee will be laid off with no rights to recall.
5. Failure to notify the employer of the incident giving rise to the suspension or revocation and/or the suspension or revocation within seventy two (72) hours and/or operating a City vehicle without the proper license will result in disciplinary action up to and including termination.

It is understood that this agreement only covers the suspension or revocation of an employee's operating privileges. Other actions that may inhibit the individual from performing job duties, or violate any other work rules may result in disciplinary action up to and including termination.

Agreed to this 18 day of May, 2010

FOR THE CITY

W. A. O. T.

FOR THE UNION

[Signature]

