

2016-2018

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF WAUKESHA

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 407, A.F.L. - C.I.O.

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For the Union: _____

For the City: _____

AGREEMENT

THIS AGREEMENT is entered into this ____th day of _____, 2016 effective January 1, 2016, by and between the CITY OF WAUKESHA, hereinafter referred to as the "City" and the City of Waukesha INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L. - C.I.O., LOCAL 407, hereinafter referred to as the "Association".

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Association as the exclusive bargaining agent for the ranks of Firefighter, Equipment Operator, Paramedic, Shift E.M.S. Coordinator, Lieutenant, Inspector, Equipment Operator/Paramedic, and Lieutenant/Paramedic, but excluding Chief, Assistant Chiefs, Deputy Chief, Battalion Chiefs, Fire Marshal, Fire Protection Engineer, Code Enforcement Inspector and civilian clerical employees.

ARTICLE 2 - ASSOCIATION AFFAIRS

Section 1: The Association shall be allowed to conduct meetings of the Executive Board and also special meetings pertaining to labor negotiations between the parties, the election of officers and directors or other corporate official business constituting something other than general monthly meetings, in appropriate locations of the firehouse during normal stand-by hours upon giving twenty-four (24) hours prior notice to the office of the Chief. Notices and bulletins concerning Association business or affairs may be posted on bulletin boards to be provided by the City providing that such notices and/or bulletins are authorized by an officer or director of the Association.

Section 2: The aggrieved and Association officers shall be granted reasonable opportunity to conduct grievance investigations. The aggrieved and Association officers, and other Association members who are necessary witnesses shall be granted reasonable opportunity to attend grievance hearings without deduction of salary if such are scheduled or necessary when the employee is on duty. In the event that they are not available, Association officers may designate an off duty alternate upon notice to the Chief.

Section 3: Five (5) members of the Bargaining Affairs Committee shall be temporarily excused from duty at the fire station, without deduction of salary when the employee is on duty, to attend a regularly scheduled negotiation session with the City upon securing the consent of the Chief or other officer in charge which shall not be unreasonably withheld. Such employee shall remain subject to emergency duty recall if subsequently needed.

Section 4: When minimum staffing levels permit and with no liability to the City, a minimum of one member of the Executive Board shall be temporarily excused from duty at the fire station without deduction of salary when the employee is on duty to attend a regularly scheduled city meeting that pertains to Fire department issues. These meetings include, but are not limited to, Union meetings, Police and Fire Commission meetings and Southeast Professional Fire meetings. These meetings do not include Finance and Budget meetings or Common Council meetings as such meetings are televised.

ARTICLE 3 - RIGHTS OF EMPLOYER

Section 1: It is agreed that the rights, functions and authority to manage all operations and functions are vested in the Employer subject to all applicable Federal, State and local laws, or as otherwise controlled by specific provisions of this Agreement, and include, but are not limited to the following:

- A. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City.
- B. To manage and otherwise supervise all employees.
- C. To hire, promote, transfer, assign and retain employees and to suspend, demote, dismiss or take other disciplinary action against employees as circumstances warrant.
- D. To relieve employees of duties because of lack of work or for other legitimate reasons.

For the Union: _____

For the City: _____

- E. To maintain the efficiency and economy of the City operations entrusted to the administration.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- H. To exercise discretion in the operation of the City, the budget, organization, assignment of personnel and the technology of work performance.

Section 2: Nothing in this Article shall allow derogation from or alter the responsibilities of the Fire and Police Commission or change the application of other specific provisions of this Agreement.

Section 3: If the City proposes, during the term of this Agreement, to make any changes in the contract's application which would affect wages, hours or conditions of employment not permitted by the Agreement, it agrees to notify the Association and bargain on the Association's request before making such change. This, however, does not limit the City's right to make such changes unilaterally where now permitted.

Section 4: It shall be the right of management, in its sole discretion, to determine and provide training and safety measures to assist in member safety when performing duties relating to rescue task force operations.

ARTICLE 4 – RIGHTS OF EMPLOYEES

Section 1: During the life of this Agreement, the City will not unilaterally change any benefit or condition of employment which is mandatorily bargainable and heretofore enjoyed by the majority of unit employees or which change shall breach the employee's rights or benefits enjoyed pursuant to the express terms of this Agreement.

Section 2: The City shall provide the Association all rules, orders, policies and standard operating guidelines which govern the Association by written copy or by web site.

Section 3: At the discretion of the Chief, the Association may maintain a desk and/or telephone line at the Association's expense at locations to be determined by the Chief.

Section 4: Layoffs shall be by seniority. If layoffs occur at a rank above firefighter, then the member having the lowest seniority in that rank shall assume the duties of a firefighter, retaining his/her rank but not compensation until such time as he/she may be restored to the duties attending his/her rank through attrition. Such right to be restored shall take precedence over any eligibility list for promotions. It is the specific intent of this Article that a reduction in the workforce shall affect members based upon years of service and membership in the Association, and that layoffs commence with the member having the least amount of time, and progress thereafter to the person with the next lowest amount of time in service and in the Association. Members laid off who have maintained their minimum qualifications shall have the right to be restored to fill vacancies on the Department starting with the last person laid off for a period of up to two (2) years and such members shall retain their time served.

ARTICLE 5 - SETTLEMENT OF DISPUTES

Section 1: The parties and employees covered by this Agreement recognize that contractual and statutory procedure exists for the resolution of all disputes arising under this contract and any collective bargaining disputes arising after the expiration of this contract and therefore specifically agree that there shall be no collective, concerted or individual strikes, partial or complete sit-downs, slowdowns, stoppages or cessations or refusals to work, boycotts or other acts of any kind at any time that interfere with the City's functions, operations or services. Nor shall the City engage in any conduct to discourage membership in or the lawful operation of the Association. Any party violating this provision or any provision of this Contract shall be subject to any and all legal rights and remedies that shall exist in equity or law in favor of the aggrieved party. Each party shall retain all rights to seek all available legal remedies.

For the Union: _____

For the City: _____

ARTICLE 6 - FAIR SHARE

Section 1: Representation. The Employer hereby recognizes the fair share principal as set forth in Wisconsin Statute 111.70 as amended. The Association, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, both members and non-members, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation.

Section 2: Membership. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who do apply, consistent with the Constitution and by-laws of the Association. No employee shall be denied membership on the basis of race, creed, color, religion, sex, national origin, handicap, or age.

Section 3: Deduction of Dues. Every employee represented by the Association shall, as a condition of employment, pay to the Association a monthly service charge equal to the monthly dues and assessments uniformly being charged to Association members as and for such employee's share of the expenses attributable to the securement and administration of this Agreement. The City shall deduct for this purpose an amount equal to 1/12th of the annual Association dues and assessments as may be from time to time certified to the City by the Association commencing with the second month of employment.

Section 4: Administration. The aggregate amount so deducted shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made.

Section 5: Inadvertence or Error. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative.

Section 6: Indemnification. The Association shall indemnify and defend the Employer against any and all lawsuits or other actions brought by a unit employee arising under the Employer's compliance with the terms of this Section.

ARTICLE 7 – HOURS/DUTIES

Section 1: Workday.

- A. The workday (duty day) for the Fire Department shall consist of a 24 hour period, starting at 8 a.m. and ending 8 a.m. the following day, except for inspection personnel who shall work eight hour days including a ½ hour unpaid lunch from 8 a.m. to 4:30 p.m. The City shall schedule in accordance with a twenty-seven (27) day work period.
- B. The department shall schedule shift personnel to work a fifty-six (56) hour work week and fire prevention bureau personnel to work a forty (40) hour week. On or about November 1st shift personnel shall be assigned a work reduction allotment of eight (8) twenty-four (24) hour days to be applied in the next calendar year. The allotment shall be considered a compensatory time account applied to any compensatory time accrued as a result of the application of the Fair Labor Standards Act, and shall be based upon the actual compensatory time earned by an employee working two hundred sixteen (216) hours in ten point fifty-two (10.52) twenty-seven (27) day work cycles.

The work reduction allotment shall be picked by employees on the same basis as vacation, except that each employee is required to cover at least three (3) twenty-seven (27) day cycles with a minimum of one (1) twenty-four hour pick in conjunction with vacation and work reduction picks. As the work reduction allotment of one hundred ninety-two (192) hours is larger than the actual compensatory time that could be earned by an employee working two hundred-sixteen (216) hours in ten point fifty two (10.52) twenty-seven (27) day work cycles, it is intended to fully satisfy the requirements of the Fair Labor Standards Act.

For the Union: _____

For the City: _____

ARTICLE 8 - OVERTIME/COMPENSATORY TIME/FLEXIBLE WORK WEEK TIME

OVERTIME

Section 1: Employees required to remain on duty beyond their regular tour of duty shall be paid at a rate of time and one-half of their regular base pay. Overtime shall be computed in multiples of 15 minutes.

Section 2: In non-emergency or minimum staffing callbacks, the City will use its best efforts to equitably distribute overtime opportunities providing a missed overtime call will not result in pay for time not worked.

Section 3: In minimum staffing callbacks, upon cancellation, a minimum of two hours shall be paid to an Association member when such call back is cancelled upon arrival.

Section 4: A minimum of two hours of overtime rate shall be paid to any Association member ~~if he~~ **who** is required to report to duty on a non-duty day. Time in excess of two (2) hours shall be paid at time and one-half computed in multiples of fifteen (15) minutes.

Section 5: Employees working non-emergency overtime shall be paid at a rate of time and one-half their regular base pay. Time shall be computed in multiples of fifteen (15) minutes.

Section 6: Employees shall receive time and one-half for actual class time at courses or training required by the Chief for purposes of carrying out policies or programs of the department. Employees shall not receive hourly overtime payment for course work taken for personal promotion or advancement. Authorization of leave or payment of tuition and expenses does not necessarily commit the department to payment of overtime.

COMPENSATORY TIME

Section 7: In lieu of cash payment for overtime work, forty (40) hour unit employees may elect compensatory time up to a maximum of eighty (80) hours, and its use shall be governed by the following:

- A. Written requests for compensatory time off will be submitted not more than ninety (90) days prior and not less than twenty-four (24) hours prior to the requested day off. The twenty-four (24) hour period may be waived by the Chief or his/her designee.
- B. Compensatory time off may be taken in increments of not less than two (2) hours at a time.
- C. In the case of non-emergency medical or dental appointment, compensatory time shall be allowed off proportionate to the time necessary for the appointment.
- D. Compensatory time off will not interfere with the performance of department services. (This provision will not apply in a situation that is FMLA eligible.)

FLEXIBLE WORK WEEK TIME

Section 9: Fire Inspection personnel work eight (8) hour days, however, this clause allows the use of a flexible work week for Fire Inspection personnel within the following provisions:

- A. Participation in the Flexible Work Week Schedule Program is optional for the employee and the City.
- B. The scheduled workday will not exceed ten (10) hours (excluding lunch and overtime), and will not be less than 4 hours.
- C. The work week will not exceed forty (40) hours.
- D. The Flexible Work Week Schedule Program will be in accordance with Department policy.

For the Union: _____

For the City: _____

ARTICLE 9 - TRANSFERS

The Chief of the Department, or his/her designee, has final authority to make whatever permanent or daily transfers that are needed for the efficient operation of the Department. All reasonable efforts shall be made to effectuate transfers consistent with qualifications. The Chief, or his/her designee, will consider employee preference based upon seniority in making transfers, particularly daily transfers. However, the Chief's, or his/her designee's, discretion shall be final and not subject to the grievance procedure.

ARTICLE 10 - ACTING PAY

Section 1: When any unit employee is assigned to act in the stead of another department employee of a different classification or rank, such acting employee shall be paid a flat premium rate for the additional hours acting in assignments as set forth in Attachment D.

Section 2: An employee may not be assigned to act in the stead of another department employee of a different classification or rank unless such employee has successfully completed the current promotional process for said classification as per Article 21 – Promotions, except for EMSC, Special Service Team Member, and Battalion Chief. [The parties agree to jointly request a declaratory ruling from the Wisconsin Employment Relations Commission to determine whether Article 10, Section 2, is a mandatory or permissive subject of bargaining. If the matter is determined to be mandatory, Article 10, Section 2 shall remain in the labor agreement. If the matter is determined to be a permissive subject, Article 10, Section 2 shall be removed from the labor agreement.]

ARTICLE 11 - TRADES

A trade of duty time may be made by any Association member providing that the parties receive the prior approval of the officer in charge, such approval not to be unreasonably withheld. The frequency and repayment of trades shall be in accordance with existing practices. The City shall not incur any liability because of exchanges in duty hours by reason of such trades unless a duty related injury affects the trade. In the event a duty related injury affects a trade, the required time off will be deducted from the injured person's approved sick time. If no approved sick time is available, the employee shall have the option of paying back the City a day at equal rate, a deduction from holiday pay or substitute vacation or work reduction day. Association employees recognize that repayment of trades is an obligation between the employees and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation. (See also Attachment C.)

ARTICLE-12 - PENSION FUND CONTRIBUTION

~~Effective January 1, 2013, employees hired subsequent to June 30, 2011, shall pay to the Wisconsin Retirement System the employee's contribution. Employees hired prior to July 1, 2011, shall pay the following portion of the employee's contribution:~~

- ~~_____ Effective as to wages earned on or after May 11, 2013 _____ 2%~~
- ~~_____ Effective as to wages earned on or after January 1, 2014 _____ 4%~~
- ~~_____ Effective as to wages earned on or after July 1, 2015 _____ Full employee contribution~~

~~The City shall pay the employer's contribution and the amount of the employee's contribution not paid by the employee as set forth above.~~

The City shall pay to the Wisconsin Retirement System the employer's contribution. Employees shall pay to the Wisconsin Retirement System the employee's contribution.

ARTICLE 13 - INSURANCE

The City will establish health care plan(s) for employees. ~~Employees shall contribute toward the cost of the health care plan by paying 20% of the premium equivalent cost for the coverage and plan selected by the employee. Those employees enrolled in the City's Health Risk Assessment program shall pay the following percentage of the premium equivalent cost for the coverage and plan selected by the employee:~~

- ~~_____ Effective May 1, 2013 _____ 8%~~

For the Union: _____

For the City: _____

~~Effective January 1, 2014 10%~~
~~Effective January 1, 2015 12%~~

~~On or before December 1, 2013, employees enrolled in the City health insurance plan shall receive a one-time lump sum payment as follows: Single coverage \$100
Family coverage \$200~~

Employees enrolled in the City's PPOI Health Insurance Plan shall contribute toward the cost of the plan by paying 20% of the premium equivalent cost. Those employees enrolled in the City's Health Risk Assessment program shall pay 12% of the premium equivalent cost.

Employees enrolled in the City's PPOII Health Insurance Plan are not required to contribute toward the premium equivalent cost of the plan.

All aspects of the health insurance plan which are not mandatory subjects of bargaining may be changed, amended or deleted at the sole discretion of the City.

Section 2: Health Insurance for Retirees. Upon retirement or termination only as defined in this Section, the City shall pay fifty percent (50%) of the total premium required for substantially similar standard and major medical continuing health coverage as provided active unit employees, including any subsequent changes as may occur from time to time whether the changes are improvements or reductions in said coverage, under the following circumstances:

- A. Upon early or deferred retirement, or retirement provided that at the time of retirement the employee is entitled to receive a retirement annuity pursuant to Section 40.23, Wis. Stats., any related provisions and any subsequent amendments thereto, and provided that the employee has fifteen (15) years of service in the Waukesha Fire Department.
- B. Upon termination due to disability as defined in Section 40.65(4) Wis. Stats., Laws of 1982, as amended from time to time.
- C. Such premium payment by the City shall continue thereafter unless any of the following events are applicable to the employee:
 - (1) The employee is deceased.
 - (2) The eligibility of the employee to apply for a Medicare program. If rejected, the employee returns to the City plan.
 - (3) The acceptance of the employee into a substantially similar program of health insurance coverage of another employer.

Section 3: Job Related Death. If an employee dies as a direct result of a job related disability as recognized by any state statute or law, the City will provide, at its expense, to the spouse and/or dependent child(ren) (as defined by the policy) group health and dental insurance thereafter and until such time as any of the following events occurs:

- A. The spouse or child(ren) dies.
- B. The spouse remarries.
- C. The spouse or child(ren) become ineligible for group benefits as defined by the group policy.
- D. The acceptance of the spouse and or child(ren) into a similar program of insurance.

Section 4: An employee may elect to participate in the group life insurance program provided through the City, subject to the terms of the policy and the waiting period prior to participation. If an employee does not elect to participate at the time of their employment, their election to participate will be governed by the terms and conditions of the policy as to proof of insurability at such time as the employee desires to become a participant.

The City shall pay the premium to provide basic group life insurance. The minimum amount of life insurance for any employee shall at least be an amount equal to their annual base salary adjusted to the next higher \$1,000.00

For the Union: _____

For the City: _____

multiple, if not an even multiple of \$1,000.00.

Section 5: Dental Insurance.

- A. Employees are eligible to apply for the group dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.
- B. The City will pay toward the cost of the group dental insurance the full premium for the Delta Premier Plan, single or family coverage, or an equivalent dollar amount toward any other dental plan offered by the City.
- C. The City has the right to change carriers or self-insure provided coverage is equal to or better than the current coverage.

Section 6. Contract Hiatus: In the event that Group Health or Dental Insurance costs for the Premier Plan increase over those amounts set forth in this Article, the City agrees to pay such increased cost during any contract hiatus period.

Section 7. The City will continue to offer employees a Section 125 Program Flexible Spending Account for: 1) non-covered medical expenses, 2) dependent care expenses, 3) premiums for group insurance, and 4) independent premiums.

Section 8. Disability Insurance. The City will contact for the provision of long term disability insurance for City employees at the employee's expense so long as such insurance is available and feasible.

ARTICLE 14 - VACATIONS

Section 1: Employees shall be entitled to vacations as follows:

- A. Two (2) weeks after the first (1st) year of employment.
- B. Three (3) weeks after the eighth (8th) year of employment.
- C. Four (4) weeks after the fifteenth (15th) year of employment.
- D. Five (5) weeks after the twenty-first (21st) year of employment.
- E. Two additional days after the twenty-eighth (28th) year of employment provided the scheduling of the two additional days is combined with a single work reduction day.
- F. Each week above shall consist of five (5) eight (8) hour duty days for forty (40) hour personnel and three (3) twenty-four (24) hour duty days for fifty-two point three (52.3) hour personnel and be computed as of January 1, annually.

Section 2: On or before the first day of November of each year, the Chief shall provide the union's Executive Board a list of all member employees eligible for vacation and work reduction days including their dates of hire and amount of vacation and work reduction eligibility. It shall be the responsibility of the union's Executive Board to establish and administer rules for the selection of vacation and work reduction days. On or before December 20 of each year the Board shall submit to the Chief a list of the vacation times of all eligible employees. Employees shall select vacation in accordance with their seniority on the department.

Section 3: Selections may be made throughout the calendar year and shall be made in sequence with the work cycle, commencing with the first day of the work cycle. Four unit employees shall be free to make a selection for any specific work cycle. For the purpose of picking work reduction days, one single day of the last two days of the work reduction picks may be made in the fifth slot.

Section 4: All selections for fifty-two point three (52.3) hour unit employees shall be made in accordance with the following plan, as applicable to the employee's length of service:

- 1st Selection 2 weeks vacation (single or coupled) – first year of employment
- 2nd Selection 28th year of employment with a single work reduction day

For the Union: _____

For the City: _____

3 rd Selection	21 st year of employment
4 th Selection	15 th year of employment
5 th Selection	8 th year of employment
6 th Selection	Work reduction hours based on language to accomplish the average fifty-two point three (52.3) hour work week

Section 5: Vacation selections may be altered to fill slots which are vacant, or that may become vacant, or as a result of mutually agreed upon exchange between employees, or to reschedule missed vacations due to on duty injuries, provided that it does not create a hardship to the department. Said alterations must be submitted in writing to the Chief a minimum of 30 days prior to the selected dates.

Section 6: In the event an employee is hospitalized for any reason or is incapacitated due to serious illness as defined by the Family Medical and Leave Act (FMLA) or suffers a duty-related injury which would cause him/her a loss of normal usage of scheduled vacation time, such employee will be permitted upon written request by the employee, spouse or designated union representative, and prior to the originally scheduled vacation, to reschedule his/her lost vacation at a time of mutual agreement into the subsequent calendar year until March 31st.

ARTICLE 15 - HOLIDAYS

Section 1: Effective January 1, 2007 every fifty-two point three (52.3) hour unit employee will receive in lieu of holidays one hundred and forty-four hours of compensation annually at the employee's regular hourly rate. This holiday compensation shall be paid on the first payroll in December of each year.

Section 2: Forty (40) hour unit employees shall be entitled to eleven (11) paid holidays:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holiday (2)

Inspectors may not select the same date(s) as their floating holiday or vacation time. For purposes of death, termination or retirement, an unused floating holiday shall be deemed earned as of June and August 1st.

Section 3: Employees may request that holiday compensation normally paid the first payroll in December be converted as substitution for Family Medical Leave under the state and federal laws within the calendar year.

ARTICLE 16 - SICK, INJURY, MILITARY, FUNERAL LEAVE, JURY SERVICE, AND TEMPORARY EMERGENCY LEAVES

Section 1: Sick Leave. Effective January 1, 1998, employees covered by this Labor Agreement shall accumulate sick leave.

A. Accumulation.

- (1) 52.3 Hour Schedule: Employees shall accumulate sick leave at the rate of sixteen (16) hours for each full month of service. Unused sick leave shall accumulate up to a maximum of two thousand one hundred and sixty (2160) hours.
- (2) 40 Hour Schedule: Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Unused sick leave shall accumulate up to a maximum of nine hundred and sixty (960) hours.
- (3) While on sick leave, such employee shall continue to accrue vacation in accordance with the provisions of this Labor Agreement.

B. Use. Sick leave with pay entitles eligible employees to time off from work, as is medically necessary, to recuperate from personal illness or accident or for emergent care during the workday. Routine medical or dental appointments shall not be scheduled during the workday.

- (1) 40 Hour Schedule: Up to three (3) days of sick leave per year may be used for a Personal Emergency which is defined as a situation or event resulting in a dire medical, emotional or

For the Union: _____

For the City: _____

economic need which is unforeseen.

C. Pay. Employees eligible for sick leave will be paid at their regular base hourly pay.

Section 2: Workers Compensation Supplemental Pay. An employee off work due to a work related disability shall receive a payment equal to the difference between the amount of workers compensation payment and their regular net pay for a period of up to eight (8) months from the date of the original injury or illness. Such supplemental payment shall continue only during the period of time in which the employee is medically, temporarily, partially or totally disabled as a result of such injury or illness. Regular net pay, for purposes of this Article only, excludes any State imposed penalty levied against the employee.

Section 3: Military Reserve. Employees who are members of the uniformed services shall be governed by the provisions of the City's H.R. Policy C-9 dated July 18,2006 which is attached hereto as Attachment F **which may be voluntarily waived by the employee.**

Section 4: Funeral Leave. When there is a death in the immediate family of an employee, the employee shall be granted time off from duty without loss of pay to attend to burial and personal grievance but the period allowed shall not exceed the maximum of two (2) twenty-four hour (24) duty periods with pay. In the event that a third duty day is needed, such can be granted at the discretion of the Chief. Immediate family is defined as follows: Spouse, parents, children, brother, sister, mother-in-law or father-in-law, step-child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, step parents, great grandparents, foster children, and spouse's grandparents. Upon the death of any other relative, leave with pay not to exceed one (1) twenty-four (24) hour duty day may be granted at the discretion of the Chief. All forty (40) hour per week employees shall be entitled to three (3) working days for immediate family deaths if reasonably needed and one (1) working day, at the discretion of the Chief, for other relatives. Any employee who acts as a pallbearer for a deceased person at a funeral during such employee's regularly scheduled tour of duty may be allowed up to a maximum of eight (8) hours off duty with pay.

Section 5: Jury Service: Employees who are called for jury service in any court in the State of Wisconsin or United States shall be granted a leave of absence to serve as a juror. Employees granted leave under this section shall be eligible for reimbursement of lost salary subject to the terms of the following conditions:

- A. Where the fee paid for such jury service, exclusive of transportation expense and meals is less than the salary paid by the City to such employee, the City shall reimburse the employee for the loss occasioned by such difference in pay.
- B. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of the City ordinances and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of City ordinances. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by such jury service.

Section 6: Temporary Emergency Leave (TEL). It is recognized that due to the nature of the fifty-two point three (52.3) hour work schedule, TEL may be necessary for personal emergencies. TEL will be granted by the on-duty Battalion Chief and will be taken for a minimum of two (2) hours and a maximum of 24 hours. TEL will not be used to explore or venture into personal fields of endeavor, including but not limited to, outside employment. Each fifty-two point three (52.3) hour work employee may take up to a cap of twenty four (24) hours of sick leave per calendar year as TEL provided:

- A. In the event the TEL would result in a decrease in the level of service, or the on-duty staffing level to fall below minimum, TEL approved for on-duty personnel would be postponed until a replacement is obtained.
- B. TEL may be used as of January 1st of each calendar year and may not be carried over from one year to the following. Upon hire, TEL will be prorated for the remainder of the calendar year.
- C. Personal Emergency is defined as a situation or events resulting in a dire medical, emotional, family or economic need which is unforeseen. "Unforeseen" refers to those situations or events which come to the employee's attention less than 24 hours prior to the beginning of the employee's work shift.

For the Union: _____

For the City: _____

D. TEL is not granted for planned events.

ARTICLE 17- CLOTHING ALLOWANCE AND REPLACEMENT

Section 1: All bargaining unit employees shall be entitled to \$50.00 per month clothing allowance to maintain his/her uniform. In addition to this, any uniform apparel obviously damaged or destroyed in the line of duty shall be repaired or replaced by the Employer. Uniform is defined as those articles of apparel and equipment required by the Department.

Section 2: The City will purchase, own and provide all fire fighting equipment for each bargaining unit employee as deemed necessary by the Fire Chief. Said equipment shall include but not be limited to a helmet, bunker pants and coat, boots, gloves and ~~hoses~~ hoods. If any of this apparel becomes legally required, it will be furnished to firefighters who have not been issued it previously. New employees will be furnished such apparel when hired.

Section 3: Uniform allowances will be paid once per year on, the second payroll in January. If employment terminates after the uniform allowance has been received, the City will recover the unearned portion of the uniform allowance from the employee's last check.

Section 4: All firefighting equipment shall minimally conform to NFPA standards at the time of purchase.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1: Eligibility. Employees in active service shall be covered by the procedure hereinafter provided so long as they remain in active service and covered by this Agreement.

Section 2: Grievances. The provisions of this subsection shall only cover employees in the Association for so long as they remain within a position classification covered by this Agreement:

- A. All differences involving the interpretation, application, administration or enforcement of the provisions of this Agreement shall constitute a grievance hereunder; provided, however, that specifically excluded from this Procedure is any matter of departmental discipline except written reprimands which may be appealed through Step 3 of the grievance process.
- B. In the event the Chief or Department takes a particular action which, in the Union's view, results in a violation of the agreement and such action adversely affects a number of members, under circumstances that are essentially identical, the Association may file a group grievance on their behalf. Nothing herein is intended to preclude the parties from agreeing to consolidate grievances and group grievances for purposes of arbitration. The grievance shall list the provision(s) of the Contract that has allegedly been violated.
- C. In addition to the limitations provided for in subsection A, the following matters are specifically excluded from this Grievance Procedure:
 - (1) Any matter reserved to the Fire Chief or Board of Fire and Police Commissioners by State Statute or Charter Ordinances;
 - (2) Any matter appealable to the Board of Fire and Police Commissioners;
 - (3) Obligations of the City under Chapter 102, Wis. Stats.
- D. Investigation. In the event that an investigation has been initiated that may result in disciplinary action, the involved employee may request a status report after fourteen (14) calendar days of the employer's knowledge of the incident.

Section 3: Grievance/Arbitration Processing. Should any employee or group of employees feel aggrieved, adjustments shall be made as follows:

Step No. 1: If any employee has a grievance, he/she shall first present the grievance orally to the Battalion Chief in charge of his/her shift within nine (9) calendar days of his/her knowledge of the occurrence of the event causing the grievance but not later than thirty (30) calendar days from the time of the event. Said

For the Union: _____

For the City: _____

Battalion Chief shall be required to give an oral answer within (9) calendar days. If a particular Battalion Chief is off sick or otherwise unavailable, the grievance may be presented to a Battalion Chief, or Assistant Chief who is available.

Step No. 2: The grievance shall be considered settled in Step 1 unless within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, after the Battalion Chief's answer, the grievance is put in writing and appealed to the Chief. The Chief shall meet with the Union's Grievance Committee and the aggrieved within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, to discuss and attempt to adjust the grievance. Within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, after the meeting, the Chief shall respond in writing to the grievant with a copy to the designated Union Representative.

Step No. 3: The grievance shall be considered settled in Step 2 unless within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays after the Chief's written response, the grievance is appealed to the City Administrator. The City Administrator shall meet with the Union's Grievance Committee and the aggrieved within ten (10) calendar days (exclusive of Saturdays, Sundays, and Holidays) to discuss and to attempt to adjust the grievance. Within ten (10) calendar days after the meeting, the City Administrator shall respond in writing to the Union.

Section 4: Grievance Arbitration

- A. Final and binding arbitration may be initiated by serving upon the Fire Chief and City Administrator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the third step answer. Said notice shall identify the grievance and the employees involved.
- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgement is appropriate for the disposition of the dispute. Statements of Position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Fire Chief, the Fire Chief or his representative shall be permitted to participate in the proceedings and to state the Fire Chief's position on the dispute.
- D. The arbitrator shall not add to, detract from, nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- F. In reviewing any difference over application of a Departmental rule or regulation under this Grievance Procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Fire Chief under Section 62.13, Wis. Stats. The arbitrator shall not impair the ability of the Fire Chief to operate the Department in accordance with the statutory responsibilities under Section 62.13, Wis. Stats., nor shall he/she impair the authority of the Fire Chief to maintain, establish and modify rules and regulations for the operation of the Fire Department. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.
- G. All expenses which may be involved in the arbitration proceedings shall be paid by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be paid by the party at whose request such witnesses or depositions are required.

For the Union: _____

For the City: _____

- H. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wis. Stats. shall apply. All hearings will be transcribed by a Court Reporter. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wis. Stats. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- I. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- J. The arbitrator shall submit in writing his/her award to the parties.

ARTICLE 19 - LOSS OR DAMAGE

The employer agrees that employees shall not be charged for any loss or damage of City owned property unless clear proof of malicious intent or gross negligence is shown.

**ARTICLE 20 - SALARY SCHEDULE
(Biweekly Salaries)**

Section 1:

	7/1/2015	1/1/2016	4/1/2016	1/1/2017	1/1/2018
		0.50%	0.50%	2.0%	2.50%
Firefighter					
1st year	\$1,721.54	\$1,730.15	\$1,738.80	\$1,773.58	\$1,817.92
2nd year	\$1,965.89	\$1,975.72	\$1,985.60	\$2,025.31	\$2,075.94
3rd year	\$2,210.26	\$2,221.31	\$2,232.42	\$2,277.07	\$2,334.00
4th year	\$2,454.64	\$2,466.91	\$2,479.24	\$2,528.82	\$2,592.04
5th year	\$2,703.31	\$2,716.83	\$2,730.41	\$2,785.02	\$2,854.65

Equipment Operator	3.0% above member's current firefighter base salary
Paramedic (PM)	4.0% above member's current firefighter base salary
Equip. Operator (PM)	6.0% above member's current firefighter base salary
Shift EMS Coordinator	6.0% above member's current firefighter base salary
Inspector	8.0% above member's current firefighter base salary
Lieutenant	12.0% above member's current firefighter base salary
Lieutenant (PM)	14.0% above member's current firefighter base salary

Section 2: The City shall be relieved of paramedic pay in the event that any employee so qualified is granted, per such employee's requests, a leave from such program for a period in excess of thirty (30) duty days.

Section 3: EMT State certification will be maintained by all firefighters. All certifications will be on file at the fire department on or before November 1st of the renewal year. All employees will comply with all management directives to allow re-certification at the earliest opportunity.

Section 4: Longevity is \$10.00 per month after five (5) years of service, then an additional \$2.00 per month per year for each year of service thereafter up to a maximum of 20 years for a maximum total of \$40.00 per month. Persons hired after January 1, 2002 are excluded from the benefits as set forth in this section.

Section 5: All members will enroll in the City's direct deposit program. ~~upon the signing of this Agreement.~~

Section 6: Each member of the Special Services Team, upon meeting and maintaining department standards as established in writing by the Chief or being designated an SST trainee shall be paid \$75.00 per month premium for all months served as a member of the team or trainee. Members and trainees shall not receive hourly compensation for the SST course work or training. (See also Attachment E.)

ARTICLE 21 - PROMOTIONS

For the Union: _____

For the City: _____

When a vacancy in the ranks of Equipment Operator, Paramedic, Shift E.M.S. Coordinator, Inspector, Special Services Team member or Lieutenant should exist, such vacancy shall be filled only according to the following method:

Section 1: A notice of examination to establish an eligibility list shall be posted on the Department bulletin board at least thirty (30) days prior to the last day on which applications are acceptable. The notice shall state the date, time and place of written examination. It shall further state the eligibility requirements, the type and nature of the test or tests to be conducted, the written manuals or other materials, if any, which will to some extent be included, the general subject matter to be covered, the weight to be given each specific test, the grade needed to be qualified and the manner of grading to be used.

Section 2: The promotional process as posted shall be adhered to. The selection shall be made from those applicants who have qualified, if any. All other qualified applicants shall be ranked in order of employer preference. All qualified applicants shall be notified in writing of their ranking. Those qualified applicants not selected shall constitute an eligibility list to remain in effect for two (2) years provided the applicant remains capable of fulfilling the position, and subsequent promotions during that period to the same job classification shall be made therefrom according to the highest ranking, subject to Section 4 below. The complete listing of those qualified, his/her scores per test and final scores, and his/her ultimate ranking shall be made available to each applicant.

Section 3: Only qualified applicants shall be placed on the eligibility list. The next qualified applicant on the eligibility list shall be appointed as soon as possible after the vacancy was created unless the City has abolished the position by resolution prior to that time, or can establish by reasonable justification that outside appointment of a qualified applicant was necessary. If the position is abolished, no employee will be assigned to the position. When a vacancy occurs on the Special Services Team the next regular specialized position needed will be promoted from the eligibility list.

Section 4: A vacancy shall not be deemed to exist unless a new or additional position is created or an existing position is available due to the death, termination for just cause, or promotion, resignation or retirement of the employee previously appointed to such position. Actors per Article 10 may be utilized by the City to temporarily fill all appointed positions during the absence of the appointed officer.

Section 5: The management and the union shall jointly establish a committee which shall be comprised of three (3) management members of the department, to be selected by the Chief and three (3) members of the union, to be selected by the union per constitution and bylaws, who will not be participating in the promotional procedure and which shall be named the "Promotion Testing Procedures Review and Evaluation Committee". This committee shall meet in advance, if necessary, to review and discuss said procedures and eliminate, if possible, potential problems. If necessary, it will meet following each test prior to posting of eligibility list to address and resolve employee complaints, if possible. If it cannot be resolved, the Fire Chief decides. This provision shall not preclude the right to grieve or arbitrate the violation of any other section of this contract; however, the provisions of this Section 5 shall not be subject to the grievance and arbitration procedure.

Section 6: Existing department personnel meeting the application criteria and successfully completing the promotional process for said position shall be eligible to occupy that position subject to ARTICLE 21 – PROMOTIONS, Section 4.

Section 7: A promoted equipment operator shall continue in such position and receive such premium thereafter until promoted, retired, or removed from the position for just cause. A promoted equipment operator shall be appointed to operate each first line engine or ladder truck. In the event of a promoted equipment operator's absence, a relief operator shall be designated as a substitute.

Section 8: Any employee holding the rank of Lieutenant or Equipment Operator, who completes paramedic training, shall maintain such initial rank or position, and shall not be deemed to have forfeited such rank or position by reason of such paramedic training.

Section 9. When an eligibility list becomes exhausted, or falls below nine (9) eligible candidates, a supplemental testing process may be implemented subject to the original posted requirements and processes in order to augment the eligibility list in place. Candidates on the present list will not lose their position in the ranking. Expirations of eligibility lists will remain on the original two-year period.

For the Union: _____

For the City: _____

ARTICLE 22 - FUTURE NEGOTIATIONS

If either party desires to negotiate any changes in this Agreement, they shall notify the other party in writing as provided by Section 111.77, Wis. Stats. as in effect at the time of this Contract or as from time to time amended. It is recommended, and both parties shall make their best efforts should either party desire to negotiate, to commence negotiations as soon as reasonably practicable after such notice. Nothing in this Article shall be deemed to in any way alter, or supercede the statutory and common law rights of the parties to continue operation under an existing contract and to negotiate and/or arbitrate a new contract upon expiration of this Agreement. Failure to provide such notice shall not serve to waive the rights of any party.

ARTICLE 23 - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement entered into between the City and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

ARTICLE 24 - PRIORITY

The terms and conditions of this Agreement shall supercede and take precedence over any prior rules, regulations, orders and/or directives in conflict with or in contravention of any of the terms and conditions of this Agreement.

ARTICLE 25 - NO OTHER AGREEMENT

The City shall not enter into any other agreement, written or oral, with any of the members within the bargaining unit represented by the Association, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE 26 - NONDISCRIMINATION

The parties agree there shall be no discrimination against any employee covered by this agreement because of membership or activities in the Association, nor will the parties interfere with the right of employees to become or refrain from becoming members of the Association.

ARTICLE 27 - WAIVER OF RIGHTS

In the event any clause, provision or portion of this Agreement is ultimately determined to be invalid or inoperative, such invalidity or inoperativeness shall not affect other clauses, provisions or portions of this Agreement.

ARTICLE 28 – LIGHT DUTY (TAAP)

Section 1: An employee injured or suffering an illness, at or away from work that prevents the employee from performing the essential functions of his/**her** regular job will provide to the Department as soon as possible, written certification of any restrictions imposed upon the employee by a medical provider. This will include the projected duration of the restriction(s). At its own expense, the Department may require the employee to obtain a second medical opinion from a medical provider that it designates.

Section 2: The Department will evaluate the restriction(s) and determine if temporary assignment of alternative productive work is available. Temporary assignment of alternative productive work (TAAP) is that which maintains a level of activity which is productive, serves a therapeutic purpose and which quickens the employee's return to full assignment. Department management may, in its sole discretion, make an assignment of the restricted employee to such available work. It is expressly agreed that:

- A. No obligation exists for the City to provide, convert a regular job, or create TAAP.
- B. TAAP does not create a regular employment opportunity, and is in-fact made as a temporary assignment only which will terminate at the conclusion of a specified time period but will not exceed six (6) work months in duration. The specific end date of the assignment will be communicated clearly in writing to the employee upon TAAP. Vacation and paid Holidays may be excluded in calculating the six

For the Union: _____

For the City: _____

- (6) work month period. Unused accrued vacation may be used in lieu of a temporary assignment to alternative productive work.
- C. The amount of TAAP available in the Department will be determined by the Department based on the number of employees assigned such duty status.
- D. TAAP is separate and distinct from the employee's regular job.
- E. An employee who meets the requirement to receive workers compensation entitlement, and who is certified as able to return to a TAAP, may decline such assignment, if it is offered. As a result the employee may lose workers compensation payments, but is entitled to remain on unpaid FMLA leave until the twelve (12) week entitlement is exhausted.
- F. TAAP may be considered only when an employee is certified as unable to perform the essential functions of their regular job.
- G. TAAP may include, but shall not be limited to the following: fire inspection, pre-fire planning, fire safety education, fire prevention, conducting or attending training sessions, computer entry, administrative, or clerical work.
- H. Assignment to TAAP on either an eight or twenty-four hour schedule will be determined by the Department. Allowances will be made for the employee to attend therapy sessions and doctor appointments, if they are related to the injury or illness that resulted in the employee being placed on TAAP.
- I. An employee on TAAP status shall not be considered as part of the regular shift staffing, including minimum staffing levels.
- J. If an employee has vacation scheduled while assigned to TAAP, the employee is entitled to use either his regularly scheduled vacation or to reschedule the vacation at a time of mutual agreement pursuant to this Agreement. Sick leave for non-duty injuries may be used in lieu of working TAAP at the Chief's discretion.

Section 3: The Human Resources Department will be contacted immediately by the Department prior to making a recommendation of assignment of a restricted employee to TAAP status. The recommendation will be reviewed and approved by the Human Resources Director for compliance with FMLA, ADA, WC, and this provision. All TAAP will be reviewed each 30 calendar day period by the Department and the Human Resources Director.

ARTICLE 29 - SAFETY PROVISION

The City will comply with all state and federal regulations regarding safety. The Chief will establish, in writing, the standards and/or recommended procedures, which shall provide for the safety of employees in the performance of their duties.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2016 and remain in full force and effect to and including December 31, 2018, and thereafter shall be considered automatically renewed for successive twelve (12) month periods unless procedures are instituted in accordance with Section 111.77 of the Wis. Stats. In the event such procedures are initiated, negotiations shall begin prior to September 1st of any year in which such request for negotiations is filed. In the event the parties do not reach written agreement by the expiration date, the existing Agreement shall be extended until a new Agreement is executed. Such extension of Agreement shall not, however, be a bar to retroactivity of the Agreement reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this ____ day of _____, 2016, at Waukesha, Wisconsin.

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 407,
A.F.L. - C.I.O.**

CITY OF WAUKESHA

President

Mayor

For the Union: _____

For the City: _____

Bargaining Representative

Clerk/Treasurer

Bargaining Representative

City Administrator

Fire Chief

For the Union: _____

For the City: _____

Attachment B

**INSERT HERE A COPY OF THE ACKNOWLEDGED LETTER OF NOVEMBER 7, 2003 REGARDING FLSA
OVERTIME COMPENSATION AS AMENDED June 8, 2005**

For the Union: _____

For the City: _____

Attachment C

Administration of Trades During Leaves of Absence

The following chart is an overview of how the department will address situations when an employee is scheduled to work a trade, but is unable to due to the types of leave listed.

<u>Type of Leave</u>	<u>Result</u>
Administrative Leave	All trades will be honored for seven (7) calendar days from start of leave.
Jury Duty	Employee will be released to serve for jury duty.
Family Medical Leave	Employee will be allowed to use sick leave balance or other accrued leaves (as with all approved FML requests). All trades will be honored for seven (7) calendar days from start of leave.
Funeral Leave	Can use benefits as described in contract.
Temporary Emergency Leave	Can use benefits as described in contract.
Duty Related Injury	All trades will be honored for seven (7) twenty-one (21) calendar days from start of leave.
Sick	All trades will be honored for one (1) day from start of leave. ¹ Time will be deducted from Sick Leave Accrual.
Non duty Related Injury	All trades will be honored for one (1) day from start of leave. ² Time will be deducted from Sick Leave Accrual.

When an employee fails to report for duty on a day that they are scheduled to work a trade, employee will be considered Absent without Leave (AWOL), and may be subject to disciplinary action. The employee scheduled to work the trade will be responsible for compensating the City of Waukesha for the lost time. This compensation will be in the form of a deduction from the annual holiday pay check issued as described in contract. In the event that the department is required to replace the employee due to minimum staffing requirements, the deduction will equal the actual expense to the City (time and one half). If a minimum staffing assignment is not required, the deduction will be based on the employee's hourly rate of pay (straight time).

The foregoing accommodations with respect to trades contemplates that individual employees will make every effort to minimize the impact of his/her absence by arranging substitute trades wherever possible. The Department reserves the right to inquire of employees concerning the efforts they had made to do so.

¹ Refers to the next calendar day.

² Refers to the next calendar day.

For the Union: _____

For the City: _____

Attachment D

Hourly Rates for Acting Premiums by Position

1/1/2016

Acting Position	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>Equipment Operator/Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/Paramedic</u>
Acting Equipment Operator	0.78					
Acting Equipment Operator/PM			0.52			
Acting Lieutenant	3.12	2.34				
Acting Lieutenant/PM			2.59	2.07		
Acting Battalion Chief					4.77	4.77

4/1/2016

Acting Position	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>Equipment Operator/Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/Paramedic</u>
Acting Equipment Operator	0.78					
Acting Equipment Operator/PM			0.52			
Acting Lieutenant	3.13	2.35				
Acting Lieutenant/PM			2.61	2.09		
Acting Battalion Chief					4.77	4.77

1/1/2017

Acting Position	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>Equipment Operator/Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/Paramedic</u>
Acting Equipment Operator	0.80					
Acting Equipment Operator/PM			0.53			
Acting Lieutenant	3.20	2.40				
Acting Lieutenant/PM			2.66	2.13		
Acting Battalion Chief					4.77	4.77

For the Union: _____

For the City: _____

1/1/2018

<u>Acting Position</u>	Firefighter	<u>Equipment Operator</u>	Paramedic	<u>Equipment Operator/ Paramedic</u>	Lieutenant	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	0.81					
Acting Equipment Operator/PM			0.54			
Acting Lieutenant	3.27	2.46				
Acting Lieutenant/PM			2.73	2.19		
Acting Battalion Chief					4.77	4.77

For the Union: _____

For the City: _____

Attachment E

MEMORANDUM OF UNDERSTANDING

COMPENSATION OF SPECIAL SERVICES TEAMS

The City of Waukesha Fire Department will provide compensation during the term of this Agreement, provided the Task Force funding is received and subject to the guidelines of the funding agency, to members of the Special Services Team (SST) for attending classes provided by the State of Wisconsin through the Office of Justice Assistance (OJA) and/or the Wisconsin Regional Urban Search and Rescue Response Network.

Compensation is being provided due to the accelerated training timetable established by the Wisconsin Regional Urban Search and Rescue Task Force Teams, and will only be provided to members of the Special Services Team when reimbursement is pre-approved by the funding agency and only to the limits of the compensation established by the guidelines of the funding agency.

For the Union: _____

For the City: _____

ATTACHMENT F

CITY OF WAUKESHA
HUMAN RESOURCES POLICY / PROCEDURES

SUBJECT:

Military Call-Up

ISSUED:

7/18/06

NO:

C-9

SUPERCEDES:

7/19/05

PAGE: 1

OF: 2

WHEREAS, the City of Waukesha provides certain salary and benefits for its full time employees who are members of the uniformed services of the United States or the State of Wisconsin per Leave of Absence Policy C-3 sub (D) Military Leave and sub (E) Leave For Annual Reserve Training; and

WHEREAS, such salary and benefits do not currently include continuation of full salary of the employee while the employee is on active military leave (except two weeks of annual reserve training), and do not currently include continuation of health and/or dental coverage for a City employee and his/her spouse and/or dependents while the employee is on active military leave for more than thirty (30) days; and

WHEREAS, given the national level of concern over terrorism and the resulting military state of alert that exists, certain City of Waukesha employees may be called upon to serve our country on active military duty; now,

THEREFORE, BE IT RESOLVED the Mayor and Common Council of the City of Waukesha in an effort to support the National Campaign against terrorism or other acts of war against the United States of America, and in support of the military personnel called to duty in the uniformed services of the United States or the State of Wisconsin, establish the following policy:

Purpose: This resolution provides that when an employee is involuntarily activated to military service and during a military leave of absence for the performance of duties in the uniformed services of the United States or the State of Wisconsin, the continuation of full salary of the employee, and health and/or dental insurance benefits for each such City employee's spouse/dependent(s) shall be paid by the City up to twenty-four (24) months per occurrence, unless any Federal or State legislation provides directly for such incremental difference, and upon meeting certain conditions:

Section 1. The uniformed services of the United States consists of the following:

- Army, Navy, Marine Corps, Air Force, or Coast Guard
- Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve
- Army National Guard or Air National Guard
- Commissioned Corps of the Public Health Service
- Any other category of persons designated by the President in time of war or emergency

Performance of duties may include; Active duty, Active duty for training, Initial active duty for training, Inactive duty training, Full-time national Guard duty, Absence from work for an examination to determine a persons' fitness for any of the above types of duty, Funeral honors duty performed by National Guard or reserve members.

For the Union: _____

For the City: _____

Section 2. In addition to the currently existing rights of City employees during a military leave of absence for the performance of duties as a member of the uniformed services of the United States or the State of Wisconsin who are called to active duty for a period of more than thirty (30) days;

- A. full salary (the difference between the employee's City base and their military base pay) of the employee shall be continued by the City for a period of twenty-four (24) months (requiring submission of the military base pay), and
- B. group benefits for the employee and employee's spouse/dependent(s) shall continue under the following conditions:
 - 1) The employee is a participant in the group benefits program.
 - 2) COBRA coverage will commence on the first day of the month following the month in which an employee's on-payroll status coverage terminates (*i.e.*, *COBRA will run concurrently with the military leave*) and the City shall contribute an amount equal to the full monthly cost of such premium coverage for the health and/or dental plans for a period of up to twenty-four (24) months during a military leave of absence conditioned on this resolution.
 - 3) The employee or spouse/dependent(s) must certify to the City's Human Resources Department that although they are eligible for coverage through the U.S. government, they have opted to continue City health and/or dental coverage under this policy and the applicable COBRA entitlement.
 - 4) The eligibility of the employee or spouse/dependent(s) to continue City-paid health and/or dental coverage as provided in this resolution shall cease on the last day of the month in which the employee member of the uniformed services of the United States or the State of Wisconsin is released from active duty or the expiration of twenty-four (24) months of military leave of absence by the employee, whichever occurs first, and any remaining COBRA entitlement period will be at employee's cost.
- C. the accumulation, award, or banking of leave (vacation, sick, etc.) will cease upon entering active duty and resume upon return to normal duty. Any amount accumulated but unused will be carried through and used according to existing policy.

Section 3. The effective date of this resolution shall be upon passage. This resolution shall be reviewed annually on or before June 30.

Passed this 18th day of July, 2006.

Approved this 18th day of July, 2006.

Mayor

ATTEST:

City Clerk/Treasurer

For the Union: _____

For the City: _____

Side letters:

- (1). Side letter explaining that the Department will support a revision of City Ordinance 20.7 regulating outside employment of firefighters.
- (2). Side letter stating the Human Resources Manager and the Union agree to meet to discuss Post Employment Health Plan (PEHP).

For the Union: _____

For the City: _____