

CITY OF WAUSAU

AND

**WAUSAU FIREFIGHTER ASSOCIATION
LOCAL 415, IAFF, AFL-CIO and CLC**



LABOR AGREEMENT

January 1, 2018 to December 31, 2020

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WAUSAU FIREFIGHTERS ASSOCIATION LABOR AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Local 415, IAFF, Wausau Firefighters Association, AFL-CIO and CLC, hereinafter referred to as "Union".

WITNESSETH

WHEREAS, the City and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

The City continues to recognize Local 415, IAFF, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, fringe benefits, hours, and conditions of employment for the following employees: Lieutenant/Firefighting, Engineer, Firefighter/Operations, Lieutenant/Inspections, and Firefighter/Inspections. Expressly excluded from the bargaining unit of the Wausau Firefighters Association are the Chief, Deputy Chief, Fire Marshal, EMS Division Chief and Battalion Chiefs.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Article 2 - BULLETIN BOARDS

The City agrees to provide space for separate bulletin boards for the Union's use at each station and allow them to be erected in locations to be agreed upon for posting notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational

and social events and notices concerning bona fide Union activities such as cooperatives, credit unions, and unemployment compensation information and other notices concerning Union Affairs which are not political or controversial in nature. Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

Article 3 - DUES DEDUCTION

- A. **Dues Deduction:** The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 415 as the monthly dues of the Union. Deduction shall be made commencing with the first payroll period in January. The City shall forward the dues collected to the Secretary-Treasurer of Local 415 each month.
- B. **Termination:** Deductions will be made or terminated by the employee giving thirty (30) days written notice to the City and the Union effective at the end of the payroll period following the thirty (30) days.
- C. **Indemnification:** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability or costs against the City which arise out of the City's compliance with the dues check-off agreement. This statement shall not require the Union to pay an administrative fee or other charge to the City for the implementation of this dues deduction program.

Article 4 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract.

These rights include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To hire, promote, transfer, assign and retain employees in position with the City.
- C. To suspend, demote, discharge and take other disciplinary action against employees pursuant to the ordinances of the City of Wausau, subject to the Grievance Procedure where applicable.

- D. To relieve employees from their duties because of lack of work or other legitimate reasons.
- E. To maintain efficiency of City government operation entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods and services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency.
- L. To establish reasonable rules and regulations. The Union acknowledges that the establishment and modifications of the rules and regulations of the Wausau Fire Department are within the sole and exclusive power of the Chief and that s/he may establish, modify and repeal rules or regulations. The Chief will submit any new rule or regulation to the bargaining committee of the Union in advance of the effective date of the new rule or regulation, whenever possible, and the Union will be provided the opportunity of discussing the new rule or regulation with the Chief. However, the City agrees that such rules or regulations will be reasonable with the reasonableness of the rules subject to the grievance procedure.
- M. To determine the number, structure and location of departments and divisions and number and kind of positions and job classifications with the Wausau Fire Department.

Article 5 - UNION ACTIVITY

The Union shall be required to provide written notification to the Chief, the Human Resources Committee and the Labor Negotiator with seven (7) days following the election or selection of Union officers, stewards or other Union officials including members of the Bargaining and Grievance Committees. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal work day.

Article 6 - FAIR SHARE AGREEMENT

- A. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. Effective Date of Employees Covered: Effective January 1, 1981 and unless otherwise terminated as hereinafter provided, the City shall each month, deduct from the regular earnings of all employees specified herein an amount equal to such employee's proportionate share of the cost of the collective bargaining process and contract administration as certified by the Association and shall pay such amount to the Treasurer of the bargaining representative of such employee on or before the end of the month following the month in which such deduction was made. Changes in the amount to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.
1. Present Employees: As to employees employed on the effective date of this fair share agreement, such deduction shall be made and forwarded to the Treasurer of the bargaining representative only from the monthly earnings of those employees who are members of the employee organization on the effective date of this agreement.
 2. New Employees: Such deductions shall be made and forwarded to the Treasurer of the bargaining representative from the earnings of new employees on the first pay period following completion of such employee's first 30 days of employment.
 3. Other Employees: Employees on layoff or leave of absence or other status on which they receive no pay are excluded.
- C. Limited Use of Funds: The Association agrees to certify to the City only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the City of any change in the amount of such fair share cost thirty (30) days before the effective date of the change.
- D. Forfeiture: In the event that the bargaining representative, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the City, the deductions and payments of fair share contributions made in accordance with this agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever will be made from the earnings of any employee, nor shall any payment whatever be made to the Treasurer of the bargaining representative by the City. The Association action referred to in Article 28(B) shall be considered in

determining whether or not the Association caused, encouraged or authorized the strike.

E. Administrative Fee: The Association shall pay the City seventy-eight dollars (\$78.00) per year payable on or before the 1st of February each year to partially cover the administrative expenses of dues deduction/fair share.

F. Responsibilities of the City and the Collective Bargaining Representative:

1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from the employee's wages earned.

2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken or not taken by the City in compliance with the provisions of this fair share agreement.

3. Trust Account: During the pendency of any action brought challenging the provisions of this fair share agreement or the right of the City and the collective bargaining representative to enter into such agreement, all sums which the City has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the Treasurer of the collective bargaining representative shall be placed in trust with the Treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 7 - DISCRIMINATION

A. The City agrees not to discriminate against any employee or group of employees for union activity. The City and the union agree that there shall be no discrimination and/or harassment against any employee or applicant because of race, color, creed, national origin, religion, sex, arrest record or conviction record, disability, marital status or sexual orientation. Alleged violations of this article are not subject to the grievance and arbitration provisions contained herein.

- B. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. Accommodations for temporary disabilities will be made with the approval of the Fire Chief. Disability accommodations will be based upon the specific medical capabilities of the firefighter and may include, but not necessarily be limited to, the following:
1. Equipment or facility modifications
 2. Temporary duty assignments
 3. Job restructuring
 4. Part-time or modified work schedules
 5. Job reassignment. For temporary disabilities reassignment limited within the Department.

Article 8 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall mean any dispute which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract. Prior to filing a written grievance, employees will be expected to orally present their dispute or concern to their supervisor or Battalion Chief, giving them full opportunity to address the concerns through normal management practices and the chain of command.
- B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. Steps in Procedure:

Step 1: The grievant, alone or with a union representative, shall, within ten (10) business days after he/she knew or should have known of the cause of such grievance, and having tried to resolve the grievance orally with his/her supervisor, or Battalion Chief shall prepare a written grievance on forms provided by the City and present the written grievance to the Battalion Chief. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The Deputy Chief shall meet with the employee and discuss the grievance on the day it is presented. The employee may have Union representation present if he/she desires it, but Union representation shall be by no more than two (2) representatives. The Deputy

Chief may have one (1) additional department manager present to hear the grievance presentation. The Deputy Chief shall inform the Union and aggrieved employee in writing of his or her decision with three (3) working days (Monday through Friday, holidays excepted) of hearing the grievance. The Deputy Chief may respond by either affirming the grievance, denying the grievance, or declaring an inability to resolve the grievance. An inability to resolve shall be considered the same as denial of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 1 decision present the grievance to the Fire Chief. The Chief shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance. Said meeting shall occur within fourteen (14) business days of the submission by the employee. The Chief will review and investigate the grievance and inform the aggrieved employee and the union in writing of the decision within ten (10) business days after the meeting with the grievant and the Chief.

Step 3: If the grievance is not settled at Step 2, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 2 decision, prepare a written appeal on forms supplied by the City and present the appeal to the Human Resources Director. The Human Resources Director shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance appeal. Said meeting shall occur within eight (8) business days of the submission of the appeal by the employee. The Human Resources Director will review and investigate the grievance and inform the aggrieved employee and the Union in writing of the decision within five (5) business days after the meeting with the grievant.

Step 4: If the grievance is not settled in the third step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes, but rather relates to the interpretation of the contract, shall be submitted to the Human Resources Committee. This appeal shall take place within five (5) business days after receipt of the written decision of the Human Resources Director. The Human Resources Committee shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance at a time and date mutually agreed upon by the parties. The date for the meeting with the Human Resources Committee shall be established within fourteen (14) business days of the date the grievance is appealed to Step 4. The Human Resources Committee, after review and investigation, shall, within ten (10) business days after the meeting, inform the aggrieved employee and the Union in writing of its decision.

Step 5: If the grievance is not settled in the fourth step, the subject matter of the grievance may be appealed to arbitration within five (5) business days after receipt of the written decision of the Human Resources Committee.

E. Arbitration:

1. Time Limits: If a satisfactory settlement is not reached in Step 2 or Step 3, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) business days after the decision of either the Fire Chief or the Human Resources Committee, whichever is applicable, that they intend to process the grievance to arbitration.
2. Method of Selection: Before the initial arbitration hearing, the City and Union Grievance Committee shall use their best efforts to select a mutually agreeable arbitrator. If the City and the Union Grievance Committee are unable to agree on an arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission (WERC) to prepare a list of five (5) impartial arbitrators. If neither party requests the list from the Wisconsin Employment Relations Commission within twenty (20) business days after the notification of the intent to arbitrate, the grievance shall be considered waived. The Union Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Union exercising the first and third strikes. The Union and City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of their appointment in a joint statement from the City and the Union.
3. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties.
4. Costs: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including attorney's fees. Testimony or other participation by employees, during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall be reimbursed for or paid for by the City only if the participant is on duty.
5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the

contract in the area where the alleged breach occurred. If a discharged employee is found to have been unjustly discharged, he/she shall be reinstated to his/her former position and receive pay for all time lost or some other appropriate action as the arbitrator may decide.

6. Time and Motion Limit: During all steps of the Grievance Procedure, all employees of the Union or the Union itself shall maintain records of their time in processing the grievance during work hours. Employees shall also maintain records of all time expended on Union business during the normal work day. These records shall be maintained on a monthly basis and forwarded to the Fire Chief within seven (7) days following the close of the month. If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Union business. Where permissible under State law, the Union, with the approval of the Chief, shall have the right to conduct Union meetings at the Central Fire Station.

Article 9 - PROBATIONARY PERIOD

Probationary Period: All new employees shall serve a probationary period of one year from date of hire. During the probationary period, the employee shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire.

Article 10 - SENIORITY

- A. Definition: Seniority is the actual continuous length of service for which payment has been received from the City by the employee since his/her most recent date of hire. The Fire Department shall establish a seniority list on the basis of relative length of service and it shall be brought up-to-date January 1 of each year and be immediately posted thereafter on the Central Fire Station bulletin board and on each outside station bulletin board for a period of not less than thirty (30) days and a copy of the same shall be mailed to the Secretary of the Union. Any objection to the seniority list shall be reported to the Chief of the Fire Department within thirty (30) days after the date of posting or it shall stand approved. If two (2) or more employees commence employment on the same date, the employee's ranking on the eligibility list shall determine the employee's placement on the seniority list.
- B. Effect of Leaves: Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence.

C. Loss of Seniority: Seniority and the employment relationship shall be broken down and terminated if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without notification to the Employer;
4. Fails to report to work within three (3) working days after having been recalled, where possible;
5. Fails to report for work, at the termination of a leave of absence;
6. Retires.

The provisions of C(3) and C(5) shall not apply if the employee is able to justify his failure to comply with these provisions due to an emergency.

Article 11 - PROMOTION PROCEDURE

- A. Notice of Vacancies: The Chief shall see that available openings for regular or new positions are made known to employees in the Department. Notice of such openings or new positions shall be posted in each station in the Fire Department for a minimum of ten (10) calendar days, and this shall be considered full compliance with this provision.
- B. Promotional Criteria: In cases of promotion, other than appointment to positions outside the bargaining unit and for Engineers, the Chief in making recommendation to the Police and Fire Commission shall base the recommendation on the following factors: job knowledge, peer input, and seniority. These factors shall be given equal weight in recommending an employee for a promotion, unless the Chief determines that the factors should be weighted, in which case, all applicants shall be considered on the same standards and the weights to be given to each criteria shall be included in the job posting. In no event, shall the weight given to seniority be less than ten percent (10%). Peer Input shall be determined by peer appraisal of an applicant's ability to perform in the promoted position and their ranking of the applicants based on that appraisal. The Chief shall make the recommendation for promotion from among the employees who receive the top three highest composite scores.
- C. Non-promotion: The Chief shall submit a letter to any employee who had a higher composite score than the employee recommended for the promotion who requests such

a letter in writing. Such letter shall state the specific reasons why the individual was not recommended. Such letter shall be sent within seven (7) calendar days of the request for the letter.

D. Engineer's Rank: Personnel appointed to the rank Engineer shall continue to maintain high proficiencies in firefighting, rescue, and EMS duties while assuming all duties currently assigned to an Engineer. Employees appointed to the rank of Engineer shall be expected to perform the following duties in addition to the requirements of the current rank:

1. Engineers shall assume the role of acting Lieutenant in the absence of the Lieutenant assigned to their station. If no Engineer is available at a particular station, Engineers will be assigned to act as a Lieutenant by crew seniority.
**Exception: In the event that two Engineers are assigned to one station, acting Lieutenant duties shall be assumed by the senior Engineer. If the senior Engineer is not available to act, an Engineer will be assigned to act as a Lieutenant by crew seniority.*

If no Engineer is available to move up and fill a vacant Lieutenant's position on a crew, that vacancy shall be filled by the most senior Firefighter on that crew who is on the acting Lieutenant roster.

2. Engineers shall instruct and/or conduct training for the department at the request of the Chief or the Chief's designee. i.e. Deputy Chief, shift commander, etc.
3. The department shall establish a list of qualified Engineer candidates composed of those employees who have passed the departmental driving and pumping tests for acting in this position. This list of personnel shall be ranked by seniority with the highest position being the most senior and the lowest being least senior. When an opening for Engineer occurs, the person at the top of the list (most senior) shall be appointed to the rank of Engineer. If that person refuses/rejects the appointment, the position shall be offered to the next most senior person, and so on until the appointment is accepted. Rejection of an opening shall not cause the employee to be removed from the list or lowered in ranking.
4. If an Engineer does not wish to be considered for an acting Lieutenant assignment, said Engineer must request an annual waiver from the Fire Chief to be exempted from acting Lieutenant assignment. Waivers must be renewed annually.

E. Eligibility to test for Lieutenant: Applicants for promotion to the position of Lieutenant must be part of the Acting Lieutenant pool and therefore must be either an Engineer, who by their rank are required to be Acting Lieutenants as needed or a Firefighter who is on the Acting Lieutenant list.

- F. Lieutenant testing process limited to fifteen (15) candidates: The lieutenant testing process shall be limited to a maximum of fifteen (15) candidates. In the event that more than fifteen (15) candidates apply to be tested, the fifteen (15) qualified applicants with the highest seniority shall be advanced to the testing process.

Article 12 - SALARIES

- A. Schedule: Appendix "A" shall be the schedule of wages payable to employees of the Fire Department.
- B. Pay Day: The members of the Fire Department shall be paid on alternate Fridays consistent with the general city payroll provided, however, that if such day falls on a full holiday, the pay shall be distributed one (1) day earlier at a time designated by the Chief.
- C. Acting Pay: When assigned to work in a higher classification for four (4) hours accumulative or more per shift, the member of the bargaining unit shall receive the compensation for that classification for each full hour so assigned. For the position of acting Engineer, the senior Firefighter at their respective station where the opening occurs will act. If that Firefighter is not present, the assignment will be filled by seniority from the crew's roster.

The Acting Lieutenant Roster shall be composed of Engineers and Firefighters with a minimum of 5 years seniority who volunteer to act.

- D. Direct Deposit: Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

Article 13 - WORKWEEK

- A. Normal On-duty Week for Firefighting Employees: The on-duty week of all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours. The platooning of all employees shall be established by the Chief of the Fire Department. The normal schedule for each platoon shall be as follows: On duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, and have four (4) 24-hour periods off. This sequence may be altered to permit changes in an individual's duty cycle.

- B. On-Duty Day for Firefighting Employees: The on-duty day for all firefighting employees shall begin at 6:45 A.M. and end on the following day at 6:45 A.M. and shall consist of twenty-four (24) hours. All references to on-duty days for firefighting employees shall be defined as above and shall not be construed as to include any normal off-duty time.
- C. Normal Work Week of Fire Inspection Employees and Temporary Duty employees: The normal work week of the fire inspection and temporary duty employees shall average forty (40) hours per week. Fire inspection employees and temporary duty employees shall work eight (8) hours each day, Monday through Friday.
- D. Normal Work Day for Fire Inspection Employees and Temporary Duty Employees:
1. A work day for all fire inspection employees shall begin at 7:30 A.M. and end at 4:00 P.M. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for fire inspection employees shall be defined as an eight (8) hour work day and shall not be construed as to include any normal off-duty time.
 2. A work day for temporary duty employees, when medically appropriate, shall begin at 7:30 a.m. and end at 4:00 p.m. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for temporary duty employees shall be defined as an eight (8) hour work day and shall not be construed as to include any normal time off.
- E. Change in Schedule: The normal schedule of the least senior Firefighter/Inspector on duty and temporary duty employees may be changed by the Chief, when the need arises, with reasonable notice.
- F. Time Trades: Trading of time between individual members of the Fire Department shall be allowed provided the individuals trading time shall have comparable abilities. All time trades shall be approved or disapproved by the Chief, Deputy Chief (or their designee) before being effective. All traded time shall be noted on Trade Report Forms and signed by the authorizing officer. Time trading shall not be permitted if such trading results in premium pay.
- G. Overtime: When an employee attends a fire or ambulance related school approved by the Chief which does not require the employee to be away from home, they shall receive time and one-half (1 1/2) pay if attended on off-duty time. Only actual classroom time is included for purposes of computing the time and one-half (1 1/2) pay. When an employee attends a fire or ambulance related school approved by the Chief which requires the employee to be away from home, he/she shall be paid in compensatory time at the rate of one and one-half (1 1/2) hours for every hour of classroom attendance on days off. Only actual classroom time is included for

purposes of computing the time and one-half (1 1/2) compensatory time off. For purposes of this provision, "away from home" shall refer to situations where the employee attending the school is required, because of travel distances or because of requirements of the school, to stay overnight at a motel, hotel, etc.

The employee shall be eligible to select compensatory time at any time there is at least one (1) vacation slot available on the shift he/she is assigned to and when taking compensatory time will not result in the payment of overtime. In the event an employee selects a date where there is no vacation slot available on the shift, the choice shall be subject to cancellation as determined by the on-duty shift strength requirements. If two (2) or more employees select compensatory time off on the same date, seniority shall prevail. Compensatory time that remains at the end of the year may be cashed in, but, in all cases, it shall be cashed in by December 31 of the year after it is earned, with December 31, 1992 being the first mandatory "cash-in" day. Thus, on December 31 of every year, all compensatory time earned in the previous calendar year must be cashed in, and all compensatory time accumulated within that particular year may be cashed in.

1. Non-Emergency Call-in: When an employee is instructed to report early for a particular shift or is required to remain after the end of his/her shift or called in for non-emergency work, he/she shall be paid at time and one-half (1 1/2) for a minimum of one-half (1/2) hour. Any time worked in excess of the minimum shall be paid at the rate of time and one-half (1 1/2) for the actual time worked.
2. Emergency Call-in: When an employee is called to duty outside his/her normal shift for an emergency, he/she shall be compensated at a rate of time and one-half (1 1/2) based upon his/her normal hourly rate and such employee shall receive a minimum of four (4) hours compensation. The City reserves the right to have this employee work the complete four (4) hours and in the event the employee is released during the four (4) hour period and allowed to discontinue his/her work within that period of time, if such employee is called back within the same four (4) hour period, any extension over the four(4) hour period shall be paid at a rate of time and one-half (1 1/2) based upon the actual time worked in excess of four (4) hours.
3. Out of Town Transport Cancellations. When an employee is called in for an out of town transport the called in employee shall receive two hours of pay at the rate of time and one-half (1 1/2) for the actual time worked if the transport is cancelled prior to leaving the station.

H. Ambulance Duty: Except in cases of a fire emergency, only Fire Department personnel shall staff the ambulance of the Wausau Fire Department.

- I. Honor Guard: Requests to serve as a member of the honor guard at City Sponsored events must include the number of proposed team members and proposed duration and must be approved by the Chief in advance in order to be a compensable assignment. Nothing in this agreement is meant to preclude staff from volunteering to serve as Honor Guard at non-compensable, non-City sponsored events.

Article 14 - VACATIONS

- A. Vacation Benefit: Annually employees shall receive and earn vacation leave with pay as follows:

- 1. 56 Hour Week Employees:

Less than one (1) calendar year.....	Prorated three (3) work days.
After one (1) year.....	3 work days
After two (2) years.....	6 work days
After eight (8) years.....	9 work days
After fifteen (15) years.....	12 work days
After twenty (20) years.....	14 work days
After twenty-five (25) years.....	15 work days

- 2. 40 Hour Week Employees:

Less than one (1) calendar year.....	Prorated six (6) work days.
After one (1) year.....	6 work days
After two (2) years.....	11 work days
After eight (8) years.....	17 work days
After fifteen (15) years.....	22 work days
After twenty (20) years.....	27 work days
After twenty-one (21) years.....	28 work days
After twenty-five (25) years.....	29 work days

Vacations shall be based upon the calendar year and all new employees who have completed their probationary period shall be granted vacation on a prorated basis retroactive to date of hire. No partial days' vacation shall be granted to any employee; the minimum vacation period shall be one (1) day.

- B. Scheduling: The number of employees on vacation within a given classification at any period shall be determined by the Chief. The Chief shall establish a vacation posting schedule and procedures. The vacation list shall be posted by December 1st. Choice of vacation time within a classification shall be made on the basis of seniority. No employee shall take more than six (6) or fewer than one (1) duty days at any given time. If more than one (1) day is selected in any vacation pick, it must be consecutive duty days. Forty (40) hour employees shall select no more than ten (10) work days at

any given time. Forty (40) hour employees may take vacation in four (4) hour increments. Deputy Chiefs and non-represented shall not be included on the vacation schedule for bargaining unit employees. After each member of the department has selected his/her vacation time on a seniority basis, those members entitled to more than six (6) duty days' vacation shall select the remainder of their vacation from the remaining weeks of the year not selected by some other member of the department, also based on seniority. No employee shall be allowed to carry unused vacation into the succeeding year unless permission to do so is granted by the Chief. Forty (40) hour per week employees shall not be included in or on the vacation schedule for the fifty-six (56) hour per week employees. Vacation shall be allowed to be taken year round with the vacation periods calculated starting the first day of the calendar year. Employees who receive a promotion will not lose their vacation picks if they are transferred to another crew.

Employees working on a forty (40) hour per week schedule shall be permitted to have two (2) employees on vacation at the same time, subject to the approval of the Fire Marshall.

When an employee becomes seriously ill or is seriously injured before his/her vacation, and it continues into his/her vacation, the employee shall have the right to take that vacation at another time if alternative vacation periods are open on the schedule.

- C. Proration Formula: Proration of vacation for employees with less than one (1) calendar year of service shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired on or before the 15th of the month shall be given credit for the full month. If that employee leaves or is terminated after the 15th of any month, he/she shall be given credit for working that full month. If he/she leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month.

After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 3. In the event the resulting vacation involves a fraction of a day, this fraction shall be rounded off so that the employee will receive ultimately a full day (i.e. 7/12 to 12/12) or no day (1/12 to 6/12).

For the purposes of computing the anniversary date of vacation benefits, the effective date of hire (for vacation benefits only) shall be January 1st of the year of hire. This shall not apply to the initial year of hire as provided above.

- D. Separation Benefit: At time of voluntary separation (retirement or resignation), employees with at least twelve (12) months of service who subsequently leave the employ of the City, upon giving fourteen (14) days written notice, or employees whose service is terminated due to death, shall receive cash payment for all remaining

earned vacation time, compensatory time, perfect attendance leave credits and longevity. Employees who do not give at least fourteen (14) days written notice prior to termination of employment shall forfeit the prorated earned vacation and perfect attendance leave during the year in which the termination takes place.

The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time, and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

Article 15 - CLOTHING ALLOWANCE

- A. Recruits: At the time of initial employment a recruit shall be provided with the required uniforms and protective clothing as determined by the City. Items to be purchased by the employee are established in SOP# 102.10 and 102.11. In the event a recruit does not complete his/her probationary period, said uniforms and protective clothing shall be returned to the City. In the event a recruit fails to return said uniforms and protective clothing, the City shall deduct the value of such uniforms and protective clothing from the last paycheck of the recruit.

- B. Other Employees: All employees with one (1) year or more of service shall receive an annual uniform allowance of \$500 for purchase, replacement and care of uniform items. Said allowance shall be paid in \$250 increments, on a twice-yearly basis. Allowances will be paid in January and July of each year.

- C. Terminating Employees:
 - 1. Deduction: Any employee who leaves the department for any reason during the year shall allow the City to deduct from his/her final paycheck any amount due the City on a prorated basis.
 - 2. Proration: Proration of the uniform allowance shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired between the 1st and the 15th of the month shall be given credit for working the full month. If he/she is hired after the 15th, he/she will receive no credit for that month. If the employee leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month. After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be applied to the specific uniform allowance in question during the year.

D. Protective Clothing: City shall pay for full cost of replacement of protective clothing.

Employees shall be responsible for maintaining all of their protective clothing which shall be defined as coats, boots, hoods, bunker pants, helmets, gloves, and ambulance jackets. The gloves shall only be used for department assigned duties and only replaced as hereinafter provided. The City shall replace protective clothing, at City expense, when, in the opinion of the Chief or his/her designee, replacement is necessary. All replacement protective clothing shall be department and NFPA approved.

Article 16 - HOLIDAYS

Annual: Employees shall receive paid holidays for each of the following days:

- | | |
|--|------------------|
| New Year’s Day | Labor Day |
| Good Friday (immediately preceding Easter) | Thanksgiving Day |
| Easter | December 24th |
| Memorial Day | Christmas Day |
| Independence Day | December 31st |

1. 56 Hour/Week Employees: The rate for each day shall be the employee's annual salary plus longevity divided by 242.85. Pay for said day shall be included in the payroll which follows the said holiday. In addition, employees whose work day starts at 6:45AM on a listed holiday shall receive an additional 4 hours pay if the employee works the full 24 hour shift as scheduled.
2. 40 Hour/Week Employees: The rate for each day shall be computed based upon the employee's normal hourly rate. If required to work on any of the designated holidays, they shall receive additional pay at their regular hourly rate for all such time worked.
3. Personal Holiday: In addition to the above holidays, each full-time employee shall receive a total of two (2) personal holidays per calendar year. Selection of these days shall be in accordance with the provision of Article 14(B) and shall be made after all employees have selected their regular vacation picks and PAL days.

Article 17 - FUNERAL LEAVE

A. Immediate Family: In the event of death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to attend the funeral. The employee shall be entitled to the day of the funeral and either the two (2) calendar days before (or after) or the calendar day before and the calendar day after the day of

the funeral, for a total of three (3) calendar days, including the day of the funeral. Immediate family shall mean spouse, parents, child, mother-in-law, father-in-law, brother, sister, step-parent, step-child and any member of the employee's household.

- B. Other: The employee shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relatives shall mean grandparents, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.
- C. Extension: Any employee may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious as to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.
- D. Off-Day: Funeral leave shall not be deducted from sick leave and employees shall not be entitled to compensation or compensatory time off if funeral leave occurs on a day off.
- E. Death of Employee: Employees may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased employee or of a deceased retired employee. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.
- F. Pallbearer: An employee serving as a pallbearer at any funeral may be granted up to four (4) hours leave without loss of pay. Employees shall not actually solicit pallbearer positions.

Article 18 - SICK LEAVE

- A. Accumulation: Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City but accumulation shall be retroactive to the last date of hire. Each full time firefighting employee shall receive 5.5385 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 11.0769 hours for each bi-weekly pay period thereafter. Sick leave shall accumulate to a maximum of one thousand nine hundred (1,900) hours. Each full time forty (40) hour employee shall receive 3.9691 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 6.3692 hours for each bi-weekly pay period thereafter. Such leave shall accumulate to a maximum of one thousand two hundred and twenty seven (1,227) hours.

B. Use: Sick leave shall commence at the time the employee is unable to perform his/her duties and responsibilities until he/she has recovered and/or returns to work or has used all his/her accumulated sick leave. Employees who are sick and unable to report for work shall notify the shift commander at least forty-five (45) minutes or earlier before the regular shift or assignment. This provision shall only apply where the employee is physically able to notify the employee in charge. If he/she is unable to notify the employee in charge, he/she is obligated to use his/her best efforts to have another person provide this notification on his/her behalf.

Employees may utilize accumulated sick leave in cases of emergency injury or illness of members in the employee's household, e.g. child breaks arm on school playground. Employees may not work for compensation for another employer while on family, medical, or sick leave on days they would be on-duty.

C. Physician's Statement: The City may require a doctor's statement or other evidence of proof of illness in its sole discretion.

D. Abuse: Employees who abuse sick leave benefits shall earn no sick leave for six (6) months succeeding the date of the last proven violation. Additional abuse or abuses of sick leave may subject an employee to dismissal. No less than one (1) working hour of sick leave shall be granted in any case.

E. Paid Absence: Employees off work because of illness, vacation or worker's compensation shall be credited with their allotted sick leave allowance each month. The employee on sick leave who has used all his/her accumulated sick leave shall no longer receive the monthly sick leave allowance unless and until the employee returns to work.

F. Worker's Compensation: Time away from work on Workers' Compensation shall be concurrently certified under the Family Medical Leave Act (FMLA). Employees eligible for worker's compensation benefits while medically unable to work shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal paycheck based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:

1. Receive the worker's compensation benefit with no deduction from accumulated sick leave; or
2. Receive the worker's compensation benefit and be paid the difference between the regular pay based upon a normal work week (excluding overtime and premium pay) and the worker's compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the worker's compensation and regular pay.

G. Temporary Duty Employees: Temporary duty employees working 40 hour work weeks shall receive their normal pay based upon the normal work week with no loss of sick leave and benefits during the first ninety (90) calendar days. Thereafter, the employee will be paid for actual time worked

H. Unused Sick Leave: When an employee retires as defined by the Wisconsin Retirement System, or is forced to retire due to medical disability and qualifies for a full disability under the Wisconsin Retirement System, a maximum of sixty percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential) and either paid to the employee in cash as a severance benefit or used to pay premiums towards the hospital and surgical insurance plan then in effect for the employee until such time as one of the following occurs:

1. The fund is depleted;
2. The employee dies; or
3. The employee becomes employed and/or eligible for other hospital and surgical insurance from another source.

Employees who retire with at least 25 years of service shall receive a sick leave conversion at the rate of 80% of the sick leave remaining in the employee's accumulated sick leave account (max 1200 hours).

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- a. Apply for and be eligible for Wisconsin Retirement System Benefits within thirty (30) days of the last date they have worked; and
- b. Whenever possible, in cases of voluntary retirement, give the employer notice of retirement and intent to utilize the above-described benefit by December 1 preceding the date of retirement.

I. Perfect Attendance Leave:

1. Earning Method: 56 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn twelve (12) hours of Perfect Attendance Leave. Perfect Attendance Leave begins to accrue during the last six (6) months of probation. If the employee does not use sick leave for a second six (6) month period the employee shall earn an additional twelve (12) hours of Perfect Attendance Leave. Employees who

continue not to use sick leave will earn twenty-four (24) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 56 hour employee's P.A.L. account exceed seventy-two (72) hours. All Perfect Attendance Leave must be used within one year of earning the leave accrual.

Example: employee uses sick leave April 4th

Employee does not use sick leave April 5th through Oct 4th +12 hrs PAL

Employee does not use sick leave Oct 5th through April 4th +12 hrs PAL

Employee does not use sick leave April 5th through Oct 4th +24 hrs PAL

Employee will continue to accrue 24 hours every 6 month period following, as long as he/she does not use sick leave and the employee PAL account is not at the maximum limit of hours (72 for 56 hour employees)

40 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional four (4) hours Perfect Attendance Leave. Employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 40 hour employee's PAL account exceed forty (40) hours.

2. **Utilization:** After all regular vacation days are selected perfect Attendance (PAL) shall be picked. Full PAL days (24) hours shall be picked first, partial days (less than 24 hours) shall be picked next. Once PAL time is selected, those time periods shall not be subject to selection by another employee unless the PAL time is vacated by the employee who selected it, at which time the regular vacation selection process will apply. New employees are required to pass probation prior to being eligible to use PAL leave. PAL shall be subject to approval by the Chief.
 3. **Minimum Usage:** Perfect attendance leave may be used in six (6) hour increments for 56 hour employees and 4 hour increments for 40 hour employees.
 4. **Reporting:** Employees will be responsible to alert the Human Resources Department on an electronic form prescribed by HR each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period.
- J. **Catastrophic Sick Leave Account:** After an employee has reached their maximum accumulation of sick leave, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum

accumulation in the CSLA shall be 1800 hours for firefighting employees and 1127 hours for full-time forty (40) hour employees. Sick leave in the CSLA may only be used if an employee has been absent from work because of serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a worker's compensation injury and may not be converted to a monetary value and used to pay the cost of the hospital and surgical insurance plans upon retirement.

Article 19 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any employee upon request to further education where the City will directly benefit from the leave. The leave may be given for a period of not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources Committee for approval in their sole discretion. Any employee who has used all his/her sick leave and vacation time and is still unable to return to work, or be reasonably accommodated consistent with the provisions of Article 7, due to sickness shall notify the City and request a leave of absence. The leave of absence shall automatically be granted for a period not to exceed one (1) calendar year or until the employee is physically able to return to work, whichever is lesser. The City may require, at reasonable intervals, a doctor's statement or other evidence or proof of illness. No employee shall be entitled to a second leave of absence for reasons of health during a three (3) year period subsequent to the last day of his/her last leave of absence for health reasons.

If the employee cannot return to normal duty following the completion of his/her leave of absence for reasons of illness, he/she shall be terminated, unless the City, in its sole discretion, can find another position which he/she can fill.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The City shall allow any employee on leave of absence to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 20 - MILITARY LEAVE

Employees who are members of the Officers Reserve Corps, enlisted Reserve Corps, Naval Reserve Corps, Marine Reserve, National Guard, State Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin, shall be granted leave of absence, if required, to participate in summer encampment training duties. Such employee shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two

(2) weeks in any calendar year. In the event of a national or state emergency, such employee may take an extended leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any employee on Military Leave to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 21 - INSURANCE

- A. Medical and Hospitalization Benefits: The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as all general municipal employees.
- B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.
- C. Group Life Insurance: Employees are eligible to participate in group Life Insurance program.
- D. Pre-tax Insurance Premiums: All deductions from employees pay for health and dental insurance will be taken on a pre-tax basis.

Article 22- LONGEVITY

The City agrees to pay longevity pay to all employees who have completed continuous uninterrupted service as follows:

- A. After 5 years – a monthly amount equal to .32% (.0032) of the employee's monthly base rate.
- B. After 10 years – a monthly amount equal to .62% (.0062) of the employee's monthly base rate.
- C. After 15 years – a monthly amount equal to .9% (.009) of the employee's monthly base rate.
- D. After 20 years – a monthly amount equal to 1.2% (.012) of employee's monthly base rate.
- E. After 25 years – a monthly amount equal to 1.47% (.0147) of employee's monthly base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

Article 23 – DISCIPLINE

All matters of discipline, suspension or termination of employment shall be subject to the provisions of Section 62.13 of the Wisconsin Statutes or, in the alternative, where applicable, the grievance procedure of this contract.

The concept of progressive discipline is encouraged whenever possible. Progressive discipline is considered to include the following sequence:

- A. Oral or written warning
- B. Written reprimand
- C. Suspension not to exceed ten (10) days
- D. Termination of employment or reduction in rank

Failure to follow this sequence shall not void the City's discipline of all employees.

All personnel shall have the right to review their personnel file at reasonable times and to contest or add to the materials contained herein.

Article 24 - RETIREMENT

All association employees shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% of the employee's share.

Article 25 - SUPERVISOR DUTIES

When not occupied with their supervisory duties, supervisors shall not be restricted from performing work in the bargaining unit, while they are on duty, provided such work shall not result in the immediate layoff of employees in that classification. No supervisory personnel shall be called in specifically to perform duties of employees in the bargaining unit.

Article 26 - OUTSIDE EMPLOYMENT

- A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, he/she shall, prior to the commencement of such employment, notify the Chief of the Department in writing that he/she wishes to undertake such employment and shall include in said notice the name of the employer,

or that he/she is self- employed, business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief, by written notice to the employee, may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work.

- B. Limitation On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith. Employees shall not work at outside employment after 10:00 PM on the night prior to his/her work shift in the Wausau Fire Department.
- C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that he/she will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.
- D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, he/she may unilaterally rescind, for the duration of the emergency, any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact he/she may be engaged in gainful part-time employment provided for in this section.
- E. Prohibited Employment: Wausau Fire Department employees are prohibited from performing fire protection, emergency medical services, or fire prevention for volunteer or paid organizations whose primary focus is providing these services to a municipality or township. Exempt from this provision are those employees performing military service and for employees while they are engaged in education/certification activities (subject to paragraph A).

Article 27 - RESIDENCY

All employees hired after 1/1/2000 shall reside in a primary residence within a sixty (60) mile radius from a specified point of the city currently identified as 1st Avenue and Elm Street. Such residence must be established within six months after completion of the probationary period. Failure to do this will result in loss of employment. Nothing precludes the Fire Chief from extending the time limits at his/her sole discretion. Employees hired prior to 1/1/2000 shall be exempt from any or all restrictions on their residence.

Article 28 - WORK STOPPAGE

- A. **Strike Prohibited**: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work in conjunction with their employment in the Wausau Fire Department during the term of this Agreement.

- B. **Union Action**: Upon notification by the City to the Union confirmed in writing and stating with the facts that certain members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders and take action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

- C. **Penalties**: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 29 - SAFETY AND HEALTH

The City and the Union agree to cooperate in the promotion of safety and health of the employees of the Fire Department.

Article 30 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 31 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

Article 32 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees when released from jury or witness duties shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime under this provision.

Article 33 - DURATION

A. Term: This agreement shall become effective as of January 1, 2018 and shall remain in full force and effect through December 31, 2020, and shall renew itself for additional one (1) year periods thereafter, unless either party, pursuant to this article, has notified the other party in writing that it desires to alter or amend this agreement prior to the end of the contract period. In addition, this agreement shall remain in full force and effect until a subsequent agreement has been reached between the City and the Union.

B. Timetable for Conferences and Negotiations:

Step 1: Submission of Union bargaining requests in writing to the City on or before July 1.

Step 2: The City will advise the Union by August 1 of the position of the City concerning the bargaining requests.

Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15.

This timetable is subject to adjustment by mutual agreement of the parties.

Article 34 - ENTIRE MEMORANDUM OF AGREEMENT

- A. Entire Agreement: The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions.

- B. Waiver: Both the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This section shall not preclude new issues being raised by either party in negotiation sessions pursuant to Article 33 - DURATION.

- C. Breach: Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

APPENDIX A
MONTHLY WAGES

	<u>1/1/2017</u>	<u>12/31/2017</u>	<u>12/30/2018</u>	<u>12/29/2019</u>
LIEUTENANT				
2 YR.	\$5,606.55	\$ 5,802.78	\$ 5,947.85	\$ 6,096.54
4 YR.	\$5,647.88	\$ 5,845.56	\$ 5,991.69	\$ 6,141.49
7 YR.	\$5,689.18	\$ 5,888.30	\$ 6,035.51	\$ 6,186.40
10 YR.	\$5,774.28	\$ 5,976.38	\$ 6,125.79	\$ 6,278.93
ENGINEER				
2 YR.	\$5,273.92	\$ 5,405.77	\$ 5,540.91	\$ 5,679.44
4 YR.	\$5,308.93	\$ 5,441.65	\$ 5,577.69	\$ 5,717.14
7 YR.	\$5,351.69	\$ 5,485.48	\$ 5,622.62	\$ 5,763.18
10 YR.	\$5,431.69	\$ 5,567.48	\$ 5,706.67	\$ 5,849.34
MPO				
2 YR.	\$5,221.73	\$ 5,352.27	\$ 5,486.08	\$ 5,623.23
4 YR.	\$5,256.36	\$ 5,387.77	\$ 5,522.46	\$ 5,660.52
7 YR.	\$5,298.71	\$ 5,431.18	\$ 5,566.96	\$ 5,706.13
10 YR.	\$5,377.88	\$ 5,512.33	\$ 5,650.14	\$ 5,791.39
FIREFIGHTER				
START	\$4,048.28	\$ 4,149.49	\$ 4,253.22	\$ 4,359.55
1 YR.	\$4,226.82	\$ 4,332.49	\$ 4,440.80	\$ 4,551.82
2 YR.	\$4,405.39	\$ 4,515.52	\$ 4,628.41	\$ 4,744.12
3 YR.	\$4,583.71	\$ 4,698.30	\$ 4,815.76	\$ 4,936.15
4 YR.	\$5,020.15	\$ 5,145.65	\$ 5,274.30	\$ 5,406.15
7 YR.	\$5,056.99	\$ 5,183.41	\$ 5,313.00	\$ 5,445.83
10 YR.	\$5,132.56	\$ 5,260.87	\$ 5,392.40	\$ 5,527.21

Firefighter/Inspections and Lieutenant/Inspections shall receive annual pay of \$300 for each of the additional required certifications outlined in position requirements.

APPENDIX B
EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.

EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.

EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.

Program – When “P” is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department

State – The State of Wisconsin Emergency Medical Services

Decertification – The process by which an individual may leave the EMT-P program.

Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license.

Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated

with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.

8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave:
 - a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City.
 - b. Promotion.
 - c. Seniority in the Program.
 - d. Seniority in Wausau Fire Department.
 - e. Personnel with verifiable medical reasons will be allowed to leave the Program at any time.
 - f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the

off time for any equivalent amount of off time due within 90 days of the rescheduled training date.

10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.
3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the Program. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. Compensation

EMT-Paramedic's shall receive in addition to their base pay rate: At the time of EMT-P licensure – 6 %

After 5 years as an EMT-P – 7%

Paramedics maintaining a Critical Care Paramedic Licensure will receive an additional 1%.

Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively.

Engineer/EMT-P-2% Lieutenant/EMT-P-2%

F. EMERGENCY MEDICAL SERVICES CREW LEADER

1. Effective January 1, 2015 one EMS Crew Leader shall be assigned to the Department. The EMS Crew Leaders shall be responsible for working with the EMS Division Chief to develop EMS policies and/or direct the EMS affairs of Wausau Fire Department.
2. Compensation for the EMS Crew Leader position shall be \$1600.00 per year.
3. The EMS Crew Leader shall be required to possess a Wisconsin Paramedic License, be currently assigned as firefighter/paramedic and have a minimum of three years' experience with the Wausau Fire Department.
4. The EMS Crew Leader shall be selected for appointment on a voluntary basis by seniority beginning with the most senior qualified firefighter/paramedic and proceeding down the seniority list until the position is filled. If there are no voluntary applicants for the position, the Chief may appoint an EMS Crew Leader from the list of qualified firefighter/paramedics.

APPENDIX C

HAZARDOUS MATERIAL

Commitment Period: The Wausau Fire Department shall post a COMMITMENT NOTICE for Hazardous Materials Regional Response Team members on the first Monday in January of the year the State Contract is up for renewal, and will be removed on the first Monday in February. The notice shall state the length of the State Contract that is being negotiated. Personnel who sign the commitment notice will be committing for the duration of the State contract. Selection of personnel who are not currently State HazMat certified but desire to be trained will be selected and allowed to sign the team commitment notice on the basis of seniority as openings on the team become available. They will be sent to HazMat certification classes as the classes become available

Beginning 1/1/2015 the hazardous material (HazMat) classifications and HazMat pay are as follows for the duration of the agreement:

HazMat Coordinator (1)	\$1,700
HazMat Assistant Coordinator (1)	\$1,600
HazMat Specialist (6)	\$1,000
HazMat Commander (3)	\$1,000
HazMat Technician (18)	\$620

One-half (1/2) the Hazmat incentive payment will be made on the first payday in February and the second one-half (1/2) incentive payment will be made on the first payday in August each year. Payments will be prorated by the month.

HazMat Specialists, and Commanders shall be selected on the basis of senior most qualified. If there are no voluntary applicants for these positions the Chief may appoint personnel to fill any vacant positions from the HazMat team.

Payment under this HazMat provision is contingent upon the City receiving money for same from the State of Wisconsin pursuant to a State-City HazMat agreement, and such payment, along with all such assignments, shall immediately terminate in the event that there is no longer any agreement with the State, or the City, in its opinion, believes that there is not enough money under the agreement or any successor agreements to support the Regional HazMat Responder program.

Notwithstanding the above, nothing contained herein shall affect the City's ability to assign HazMat positions as it has in the past.

Appendix D

EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM

Effective as soon as practicable after January 1, 2018 each crew will include one EMS Quality Assurance Coordinator. The EMS QA Coordinators shall be responsible for working with the EMS Division Chief, EMS Crew Leader, and EMS Medical Director on quality assurance efforts of the Wausau Fire Department.

EMS QA Coordinators will be actively involved in a continual quality cycle which includes planning, implementation, assessment/evaluation, and review. Responsibilities will include but are not limited to protocol development and implementations, review of patient care reports and data outcomes. Must work collaboratively to improve quality with modifications as needed.

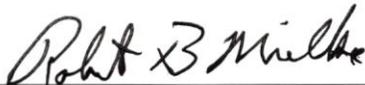
EMS QA Coordinators shall receive \$1000 annually in addition to their regular pay. If an employee is assigned to an EMS QA Coordinator position for less than a year, that amount shall be prorated accordingly.

The EMS QA Coordinator shall be required to possess a Wisconsin Paramedic License, be currently assigned as a Firefighter/Paramedic and have a minimum of three (3) years' experience with the Wausau Fire Department.

The EMS QA Coordinators will be selected or appointed annually after crew assignments are completed. Each crew will have one EMS QA Coordinator who shall be selected for appointment on a voluntary basis by seniority, beginning with the most senior qualified Firefighter/Paramedic of that crew and proceeding down the seniority list until the position is filled. If there are no voluntary applicants from the rank of Firefighter/Paramedic, a paramedic from the rank of Lieutenant or Engineer may be considered. If there are no voluntary applicants for the position(s), the Chief may appoint an EMS QA Coordinator(s).

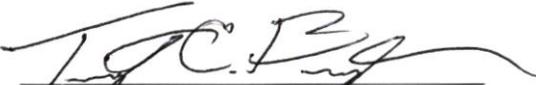
Dated at Wausau, Wisconsin, this 14th day of MARCH, 2018.

CITY OF WAUSAU

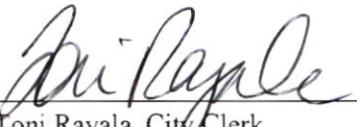


Robert B. Mielke, Mayor

LOCAL 415, IAFF, AFL-CIO AND CLC



Timothy Bingham, President



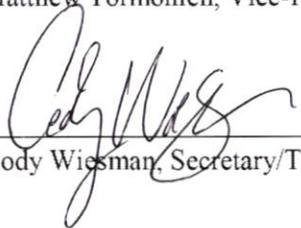
Toni Rayala, City Clerk



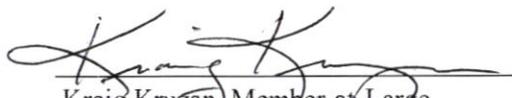
Matthew Tormohlen, Vice-President



Toni Vanderboom
Human Resources Director



Cody Wiesman, Secretary/Treasurer



Kraig Kruzan, Member-at-Large

