



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, DECEMBER 10, 2019, 4:30 PM
CITY HALL, ROOM 207

A. Roll Call.

- I. Members: Ald. Bill Galvin, Chair, Ald. Kathy Lefebvre, Vice Chair, Ald. Barbara Dorff, Ald. Veronica Corpus-Dax

B. Approval of the Agenda.

C. Approval of Minutes.

- I. Approval of the minutes from November 12, 2019.

D. Regular Business.

- I. Consideration with possible action on request to fill new position of Legal Assistant in the Law Department and all subsequent vacancies resulting from internal transfers.
2. Consideration with possible action the request to restructure the Department of Public Works Building Maintenance Function.
3. To approve the contract between Employee Resource Center and the City of Green Bay for the employee assistance program.
4. Consideration with possible action on request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.
5. Consideration with possible action by Ald. Wery to explore partnering/joining the State of Wisconsin for health insurance.

6. Consideration with possible action the request to approve the collective bargaining agreement with City of Green Bay Fire Fighters Local 141, upon expiration of the current agreement for a 4-year term January 1, 2020 through December 31, 2023, subject to Fire Fighter union ratification by 12/31/2019.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

7. Consideration with possible action on request to approve wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 2% general salary increase effective with the start of the pay period in which October 1, 2019 occurs.

E. Public Hearings.

F. Informational.

1. Report of routine personnel actions for regular employees.
2. Next meeting date: January 14, 2020

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Personnel Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on request to fill new position of Legal Assistant in the Law Department and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 12.10.19
2. Position Request To Fill - Legal Assistant - Claims Administration 11.22.19
3. LegalAssistant - Claims 11.22.19

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Position

Date: December 10, 2019

The Human Resources Department is requesting authorization to fill the following new position and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Legal Assistant – New position effective January 1, 2020. Salary range: \$19.96 - \$27.02 per hour.

**Position Fill Request
Justification Report
November 22, 2019**

Position Title: Legal Assistant

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

This is not a Replacement Position. This position would provide claim administration services to the City. The work of this position is currently being handled by CVMIC with a 2020 rate per claim of \$750.00. This rate is based on the complexity of the claims administration process and is lower than market rate for TPA services, though it has been continually climbing each year. Claims administration is necessary for the City to complete its claims processing and avoid litigation, and as a result, the City currently allocates \$60,000.00 annually for this purpose, and this amount has been approved as part of the 2020 budget. Bringing this position in-house would realize a savings of approximately \$5,000.00.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Although the position is not included in the current budget, the funding for claims administration is included as an expenditure we will be paying to CVMIC. This position will be paid using the funds allocated for this purpose for CMIVC. The pay range for a Legal Assistant position is \$19.96 - \$27.02. This position would be filled for 30 hours/week. CVMIC's third party administrator rates were originally lower, meaning the City saw a savings by engaging CVMIC instead of hiring a person to handle these matters internally. As the rates go up, and the number of claims received increases, bringing this position in-house makes the most sense.

- 3. Please list the functions and any special information regarding this position.**

CVMIC currently provides third party administrator services for general liability claims against the City. The City provides assistant currently, but the bulk of the work is completed by CVMIC. This includes ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws. The Legal Assistant will provide assistance to Claims Committee, including the paralegal and attorneys, in carrying out these functions.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position will reduce expenses by approximately \$5000, avoid future increases in third party administrator fees, and avoid overages should the number of claims exceed the anticipated 80 claims per year.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Staffing in the Law Department consists of 4 attorneys, 1 paralegal, and 1 legal assistant. There is no duplication of workloads amongst staff, and a review of our staffing levels as well as

work generated by the various departments indicates we need additional staff to complete all of the work of the City. There is no way for the department to bring this work in-house without this position being added for a minimum of 30 hours per week.

6. If duties of position are presently being done, how are they done?

This service is currently being provided by CVMIC at a rate of \$750 per claim. The City budgets for an average of 80 claims, amounting to \$60,000.00 for 2020. The number of claims received fluctuates annually, ranging on average between 60-100 claims.

7. What service would be reduced or eliminated if this position is not filled?

Claims administration will be continued by CVMIC at a rate of \$750 per claim.

8. What are the alternative methods and costs of accomplishing the work?

Claims administration will be continued by CVMIC at a rate of \$750 per claim.

9. Are there union issues?

No.

10. Other supporting comments.

JOB DESCRIPTION

City of Green Bay

Position Title:	LEGAL SECRETARY <u>ASSISTANT</u>
Department:	Law
Reports To:	City Attorney
Position Status:	Non-exempt
Salary Range:	Grade 29
Job Summary:	Under general supervision of the City Attorney, performs work of considerable difficulty in the preparation and coordination of legal documents, City Council and Committee/Board documents, Municipal Court documents, and collections. Performs legal administrative duties, including work classified as confidential. Position involves considerable public contact from telephone inquiries and walk-in traffic.
Essential Functions:	1) <u>Provide assistance in claims administration for general liability claims brought against the City, including ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws.</u> 2) Under the supervision of an attorney, prepares and files legal documents and agreements, including routine pleadings, condemnation documents and warrants <u>including raze and repair orders</u>, hold harmless agreements, real estate documents, etc. Performs research. 3) Assists the City Prosecutor in all matters related to Municipal Court, including providing litigation support as needed such as tracking subpoenaed officers and civilians. 3) Serves as the recording secretary for the Sex Offender Board, including attending meetings as support staff, compiling data, and acting as intermediary between members of the public and the Board. 4) Pursues collection efforts on behalf of the City for outstanding invoices and accounts, including sending collections letters and initiating tax refund intercepts on delinquent accounts. 5) Assists in drafting ordinances and resolutions for Council approval, and in preparing documents for Committee and Council meetings. 6) Primarily responsible for maintenance of all Law Department records and files. 7) Assists in litigation matters as necessary, including compiling discovery materials. 8) Drafts routine correspondence and agreements, notices, certifications, petitions, etc. 9) Responds to inquiries. Assists in preparation of responses to records requests. Performs general work in the Law Department and Mayor's Office, including processing mail, invoicing, performing receptionist duties, and scheduling. 10) Assists City Attorney with special projects as needed.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of business letter writing and forms, letter procedures, forms and terminology, standard office procedures and routines and City-wide operations. Knowledge of court rules and regulations, and legal terminology. Proficient knowledge of English, spelling, punctuation and grammar, letter procedures

	and forms. ▪ Comprehensive skill in providing a full-range of secretarial services including use of discretionary judgment in dispensing information. Considerable skill in organizing and maintaining a variety of office records and confidential files, determining the formats for legal documents, reports and various documents and correspondence, composing letters or memoranda, preparing reports and establishing and maintaining files and records. ▪ Ability to utilize a computer and the required software, and ability to type at a minimum rate of 65 net wpm. Ability to work independently without specific instructions. Ability to handle confidential information with discretion. Ability to interpret and follow complex written and oral instructions, including rules and regulations. Ability to take and transcribe minutes. Ability to multi-task and prioritize assignments while complying with deadlines. Ability to complete detail-oriented work, maintain a high level of organization, and calendar legal deadlines. Ability to establish and maintain effective working relationships with staff and the public. Ability to deal effectively and tactfully with the public, and to communicate effectively both orally and in writing. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education And Experience	▪ High school diploma or equivalent. ▪ Associate degree in related field preferred. ▪ 3-5 years related experience. Experience in a public setting or municipal background strongly preferred. ▪ Ability to obtain Notary Public Commission. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ▪ Lifting up to 10-20 pounds. ▪ Carrying up to 10-20 pounds. ▪ Frequent standing and sitting. ▪ Ability to focus for long periods of time on projects. ▪ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (please print) _____ Date _____ Employee Signature	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action the request to restructure the Department of Public Works Building Maintenance Function.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BMT Restructure Fiscal Impact - 2019
2. BMT Restructure-Schedule Change

Fiscal Impact BMT Restructure

Category	Eliminate (1) BMT Position
Salary	\$50,794
FICA	\$3,886
WRS	\$3,429
Worker's Comp	\$107
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$86
Salary & Benefits Cost	\$78,383
Weekend Stand-By Pay = 6 hours	\$7,619.04
Holiday Stand-By Pay = 8 Full Days@4 hours	\$781
Holiday Stand-By Pay = 3 Half Days@2 hours	\$147
Projected Overtime Costs (emergency call-ins/yard and bunker lock/unlock)	\$22,857.12
Stand-By and Projected Overtime Costs	\$31,404
FISCAL IMPACT/COST SAVINGS	\$46,979

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to Restructure the Department of Public Works Building Maintenance Function

Date: December 5, 2019

RECOMMENDATION

- I. The Department of Public Works, Motor Equipment Section is requesting that the building maintenance function be restructured by eliminating (1) of (4) Building Maintenance Technician (BMT) positions and adjusting the work schedule for these positions. The rationale for this restructuring is due to the significant turnover in the BMT classification (12 vacancies in 6 years). In addition, when a vacancy occurs it takes on average 4-6 months to fill the vacancy. It has been difficult to recruit qualified individuals for this position, and candidates have rejected employment offers due to the work schedule. The perpetual turnover in this position has resulted in overtime costs and operational inefficiencies. The primary reason that the BMT's are vacating or transferring to other positions within Public Works is due to the work schedule.

BACKGROUND

- II. Currently, there are (4) BMT's that work various shifts, and with the exception of 8 hours during the week, they provide custodial services to the municipal garages and respond to emergencies, 7 days per week. The emergencies they respond to include setting up flashers, barricades or iron plates at unsafe locations.

The BMT's have responsibility for cleaning, repairing and maintaining the buildings and grounds; performing yard and building surveillance; performing seasonal shutdown, repair and maintenance on air exchange units and boilers, water traps, filters and all pipe lines. This position also handles emergency phone and radio calls outside of the normal operation hours of 7:00 a.m.-3:00 p.m. Monday through Friday.

The current work schedule for a BMT varies with (1) 4-hour shift and several 6-hour shifts Monday through Friday, and on alternating weekends a 12-hour shift on Saturday and a 12-hour shift on Sunday.

Custodial coverage is needed outside of regular business hours to ensure the following:

- Boilers are attended to and blown down.

- After hour calls are answered and the on-call supervisor is contacted for various emergent situations.
- Vehicle accident coverage including the setup of flashers, barricading, securing the scene, and cleaning up the accident scene.
- Open/Close bulk waste sites on Saturdays and Sundays.

The position requirements include previous custodial/cleaning experience and coursework in boiler and HVAC maintenance desired. The BMT is required to possess considerable knowledge of building cleaning methods, materials and equipment; good knowledge of procedures in maintaining hot water and gas steam boilers; mechanical ability to handle general maintenance on buildings and grounds.

- III. Detailed below is the current structure; the current work schedule as well as the proposed work schedule for the BMT's.

INCUMBENT	CURRENT SHIFT	PROPOSED SHIFT
Custodian #1	Mon: 1:00 a.m.-5:00 a.m. (4 hours) Tue-Fri: 1:00 a.m.–7:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Monday – Friday 7:00 a.m. – 3:00 p.m. (40 hours) On-call every 3 rd weekend
Vacant	Mon: 5:00 p.m.-9:00 p.m. (4 hours) Tue-Fri: 7:00 a.m.–1:00 p.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Position Eliminated
Custodian #2	Mon: 3:00 p.m. – 9:00 p.m. (6 hours) Tue-Th: 1:00 p.m. –7:00 p.m. (18 hours) Fri: 3:00 p.m.–7:00 p.m. (4 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m. 1:00 a.m. (24 hours)	Monday – Friday 3:00 p.m. –11:00 p.m. (40 hours) On-call every 3 rd weekend
Custodian #3	Mon: 9:00 p.m.–1:00 a.m. (4 hours) Tue-Fri 7:00 p.m.–1:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m.-1:00 a.m. (24 hours)	Sunday – Thursday 11:00 p.m.-7:00 a.m. (40 hours) On-call every 3 rd weekend
No custodial coverage for 8 hours during the week	Mon: 9:00 a.m. – 3:00 p.m. (6 hours) Friday: 1:00 p.m. – 3:00 p.m. (2 hours)	These hours will be covered by the proposed 8-hour shifts

The proposed work schedule will provide a more consistent schedule for the BMT's and eliminate the need for (2) BMT's to be on-site working (12) hour shifts on the weekend to answer the phone and respond to the emergencies noted previously. However, in order to ensure that the City maintains the weekend coverage and is able to respond to emergent situations that fall under the purview of Public Works, (1) BMT will be on-call from 11:00 p.m. on Friday through 11:00 p.m. on Sunday. The (3) BMT's will rotate and be on-call every third weekend.

The on-call BMT will be issued a phone and a take-home vehicle to respond to emergency calls as necessary. The on-call BMT will be responsible for opening and closing the yard and bulk

drop off sites on Saturday and Sunday and checking and blowing down the boilers. Because the BMT's will be required to be on-call and respond to emergencies, they will receive standby and call in pay.

The Public Works Electricians and Sewer Maintenance workers are required to be on-call and the designated on-call employee receives the following compensation:

- 3 hours standby pay for each day on call (Friday after 11:00 p.m. through Sunday 11:00 p.m.)
- 1 additional hour of standby pay when required to be on-call on a holiday

When the Electricians or Sewer Maintenance workers are required to respond to an emergency, these employees receive a minimum 2 hours of call in pay and are compensated for the actual hours worked if the call-in is in excess of 2 hours. It is proposed that the on-call BMT receive the same compensation as the Public Works Electricians and Sewer Maintenance Workers.

FISCAL IMPACT

- IV. This restructuring results in an annual cost savings of \$46,979 with the elimination of (1) BMT, and including the standby, on-call and projected overtime costs associated with the requirement that a BMT be on-call every weekend to take and respond to emergency calls. (See attached worksheet for detail).

c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Nathan Wachtendonk, DPW Superintendent



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.3.

To approve the contract between Employee Resource Center and the City of Green Bay for the employee assistance program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Cost for Personnel Committee 2020-2024 12.10.19

CURRENT PLAN				PROPOSED PLAN		
Vendor: ERC Employee Assistance Program (EAP) Contract for Human Resources Department:		Current Contract using Brown County's Pricing		Proposed Contract Using Brown County's Pricing		
		Calculation	Pricing Per Employee		Calculation	Pricing Per Employee
CONTRACT DETAILS						
Session Model: Eligible Employee (EE): Current EE Count: Contract Expires:	8 Session FT & PT EE 963 12/31/2019	@Annual Rate of \$28.63/EE		8 Session FT & PT EE 963 1/1/2020 - 12/31/2021 w/3 one-year renewals	@Annual Rate of \$26.93/EE	
BASE RATE FOR 8-SESSION MODEL:						
Base Rate:			\$28.00			\$30.00
PREMIUM SERVICES (Add to Base):						
Critical Incident Response: Traning Hours:	First 4 Hours/Yr 25 Hours * Actual calculation = \$3.5046... based off 963 employees. Rounded to \$3.50	Value of \$1,000 Value of \$3,375	Included \$3.50	First 4 Hours/Yr	Value of \$1,000 No contract hours included	Included \$0.00
DISCOUNTS (Deduction calculated):						
EE Count Discount Multi Year Contract Discount		Over 500 EE Discount Multi Year Contract Discount	-\$0.07 -\$2.80		Over 500 EE Discount Multi Year Contract Discount	-\$0.07 -\$3.00
ANNUAL PRICE PER EE:			\$28.63			\$26.93
ANNUAL COST OF CURRENT CONTRACT: Under Proposed Contract Pricing: 963 EE @\$28.63 per year				\$27,570.69	ANNUAL COST OF PROPOSED CONTRACT: Under Proposed Contract Pricing: 963 EE @\$26.93 per year	
ANNUAL COST OF CONTRACT:				\$27,570.69	PROPOSED ANNUAL COST OF CONTRACT:	
					\$25,933.59	
				** PROPOSED ANNUAL COST OF CONTRACT FOR THE THREE 1-YEAR RENEWALS (2022-2024) IS \$27,230.27 PER YEAR.		
Annual savings of:		\$1,637.10				
Savings over 2 years:		\$3,274.20				



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery's Communication 9.10.19

Kris Teske

From: Chris Wery <chriswery@att.net>
Sent: Monday, September 9, 2019 7:57 PM
To: Kris Teske
Subject: Communication

Hi Kris!

TO: Improvement and Services Committee, Personnel Committee
RE: Discuss, with possible action, policies and procedures of the Inspection Department as it applies to communicating and working with constituents who request their alderman's assistance. Further, to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action by Ald. Wery to explore partnering/joining the State of Wisconsin for health insurance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery Request - WI Insurance 11.12.19

Sarah Fidler

From: Kris Teske
Sent: Tuesday, October 29, 2019 1:48 PM
To: Joe Faulds; Sarah Fidler; Deanna Debruler
Cc: District Eight
Subject: FW: Agenda Request

Follow Up Flag: Follow up
Flag Status: Flagged

Please see Ald. Wery's request below.

Thank you,

Kris Teske, WCMC
Green Bay City Clerk
100 N. Jefferson St., Rm 106
Green Bay, WI 54301
920-448-3014



From: chriswery@att.net [<mailto:chriswery@att.net>]
Sent: Tuesday, October 29, 2019 1:29 PM
To: Kris Teske <KrisTe@greenbaywi.gov>; Joe Faulds <JoeFa@greenbaywi.gov>; District Four <district4@greenbaywi.gov>
Subject: Agenda Request

Hi Kris,

To: Personnel Committee
Re: Explore partnering/joining the State of WI for health insurance.

Thanks,

Chris

Sent from Chris Wery's phone



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action the request to approve the collective bargaining agreement with City of Green Bay Fire Fighters Local 141, upon expiration of the current agreement for a 4-year term January 1, 2020 through December 31, 2023, subject to Fire Fighter union ratification by 12/31/2019.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Fire Contract Revisions with Strikethrough 12-10-19
2. Fire Final Agreement - All files 12.10.19
3. Memo on Final Agreement for Personnel 12-10-19

AGREEMENT

Between

City of Green Bay, ~~Wisconsin~~

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, ~~2018~~ 2020 through December 31, ~~2019~~ 2023

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AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.
- 1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

- ~~2.1 As the result of a majority vote of the employees, a "Fair Share" agreement as provided for by Wisconsin State Statutes exists between the City of Green Bay and the Union. If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.~~
- 2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.
- ~~2.3 The City and Union agree that the "Fair Share Agreement" provisions as defined by Wisconsin State Statute are part of this contract. The City shall deduct the amount of dues as certified by the labor organization from the earnings of the employees affected by said agreement and to pay the amount so deducted to the labor organization. This paragraph is effective on the date of initial employment.~~

37 ARTICLE 3
38 MANAGEMENT RIGHTS

39 3.1 The City retains all rights, powers or authority that it has prior to this contract as
40 modified by this contract.

41 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in
42 a manner that will undermine the Union or as an attempt to evade the provisions of this
43 agreement or to violate the spirit, intent or purposes of this agreement.

44 ARTICLE 4
45 UNION ACTIVITY

46 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will
47 be allowed to hold its meetings at any fire station. This Article shall not operate as to
48 prevent a steward from the proper conduct of any grievance in accordance with the
49 procedure outlined in this agreement and shall not work to prevent certain routine
50 business such as the posting of Union notices and bulletins. Representatives of the
51 Union, local principle officers, and Wage Committee members may conduct Union
52 business including, but not limited to, wage negotiations, Union meetings, grievance
53 handling, etc., during the course of the working day for a reasonable period of time,
54 provided permission is first obtained from the Chief or designee.

55 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such
56 officer or member, and agrees also that time spent in the conduct of grievance and in
57 bargaining shall not be deducted from the pay of the delegated employee
58 representative of the Union. Local 141 agrees that the bargaining committee shall be
59 limited to no more than six members.

60 ARTICLE 5
61 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

62 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and
63 conditions of employment of members of the bargaining unit. A grievant may be an
64 employee or the Union. Upon the mutual agreement of the parties hereto, grievances
65 involving the same issues may be consolidated in one proceeding. During the initial
66 probationary period as a firefighter, an employee will not have recourse through the
67 grievance and arbitration procedure for disciplinary action and/or dismissal.

68 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A
69 written grievance shall contain the name and position of the grievant, the article and
70 section number of the alleged violation, a clear and concise statement of the grievance,
71 the relief sought, the date the incident or violation took place and the signature of the
72 grievant and the date.

73 5.3 The Chief of the department may confer with the Union and such employees or other
74 persons deemed appropriate by the Chief before making a determination.

75 5.4 The days indicated at each step should be considered a maximum. Days shall mean

working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.

5.5 Steps in the procedure may be waived by mutual agreement of the parties.

5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

117 5.6 Disciplinary Proceedings

118 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined
119 below.

120 5.6.2 In the event of such discipline, the employee or the Union may grieve the
121 discipline under the grievance procedure set forth above in this Article, unless
122 the employee exercises the rights available to the employee under Section
123 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights,
124 the Chief shall file charges with the Board only if the employee wishes to
125 proceed under Section 62.13. The employee's sole recourse from the decision of
126 the Board of Police and Fire Commissioners shall be in accordance with the
127 appeal procedures provided in Section 62.13 Wis. Stats.

128 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the
129 terms of this Article, the standard to be applied by management and the
130 appellate bodies shall be whether or not there is cause for the discipline given all
131 of the facts and circumstance constituting the grounds for the imposition of
132 discipline or the determination to file charges. Cause shall be determined by
133 applying the following criteria:

134 a) Was the employee given advance notice of the possible or probable
135 disciplinary consequences of the employee's conduct or was the conduct for
136 which discipline is proposed to be imposed of such a nature that the
137 employee knew or should have known that it was improper?

138 b) Was the conduct upon which discipline is to be imposed reasonably related
139 to the effective and efficient operation of the Fire Department?

140 c) Prior to determining to impose discipline, did the Chief, or designee, make an
141 effort to investigate the facts relating to the conduct for which discipline is
142 proposed?

143 d) Was the Chief's, or designee's, investigation conducted fairly and
144 objectively?

145 e) Did such investigation produce sufficient evidence or proof that the
146 employee was guilty of the conduct for which discipline is proposed?

147 f) Has the Chief, or designee, applied a disciplinary penalty without
148 discrimination?

149 g) Was the degree of discipline administered in the particular case reasonably
150 related to the seriousness of the employee's proven offense and employee's
151 record of service with the Police or Fire Department?

152 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the
153 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the
154 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,
155 the Association, and the employee in question, and that no other discipline may
156 be meted out to any employee based upon the subject matter of the grievance
157 in question. In the event that a disciplinary matter is not grieved under the terms

and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

- 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

- 6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, who shall follow the process outlined below:

- 6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) meets the minimum experience requirements outlined in the job description for Engineer, and c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam, and d) has Wisconsin EMT certification.

- 6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review, and d) has Wisconsin EMT certification. The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

- 6.4 Promotion to Captain. The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review. The written examination will be waived if a candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

- 199 6.5 In no case shall the rights and/or powers of management to promote or to transfer be
200 exercised in an unreasonable, arbitrary or discriminatory manner. This shall include
201 management's approach to the performance evaluations. In cases where there is
202 disagreement between an employee and a rater regarding the final evaluation, the
203 employee shall have recourse to the grievance procedure. In grievance arbitrations
204 involving performance evaluation, the arbitrator shall be charged with determining only
205 whether the rater employed the agreed upon evaluation process appropriately.
- 206 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank
207 except in emergency situations of a temporary nature. Such employees shall have the
208 ability to void the waiver, but shall not be eligible for promotion until 12 months after
209 the waiver is nullified.
- 210 6.7 Definition of Department Seniority: A person or member's seniority started the minute
211 they first reported to work and runs continuously thereafter provided, however, that
212 personnel who have prior and continuous service with the City before becoming
213 members of the Fire Department shall receive credit for those prior years of service only
214 for the purposes of the rate of earning vacation time (but not in vacation selection) and
215 longevity pay, but such prior service with the City shall in no way be used or credited for
216 any other rights under this labor agreement. The provision for prior service credit shall
217 be read as effective January 1, 1982. Department seniority shall be the primary
218 application with all other applications derived therefrom except as modified herein.
- 219 6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department
220 seniority by personnel working in a station for a period of 12 hours or more on
221 any given day. Personnel not regularly assigned to the shift on-duty do not have
222 in-house seniority.
- 223 6.8 If it occurs that management shall withhold approval of any posting, the Union shall
224 expect and receive an explanation of such withholding. When assignments are made
225 after posting, they shall not be changed unless the needs of the department demand
226 such change, or if the successful applicant can show that their subsequent
227 dissatisfaction is disruptive to work performance.
- 228 6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit
229 shall be given the opportunity to return to the Union as the least senior employee in the
230 rank from which they were promoted. This option will be available for 90 calendar days
231 from the date of promotion and shall be allowed at either the employee's discretion or
232 by managerial judgment. Employees returning to the Union in this fashion shall recover
233 seniority for purposes of benefits and vacation selection.
- 234 6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional
235 procedures. Such obligation extends to training opportunities if said procedures will
236 have an impact on an employee's promotability.
- 237 6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a
238 line officers position with the following criteria applying:
- 239 6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they

shall serve a 90 calendar day internship as a line lieutenant during the year prior to their posting out of the staff position. This internship as a line officer may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

6.11.4 The employee is under no obligation to post for any line officer position even though the internship may have been successfully completed.

6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who meets those qualifications shall be selected for that position.

ARTICLE 7 TRANSFERS

7.1 Permanent transfers will be made on the basis of department seniority providing the senior employee has the necessary qualifications and ability as determined by the Chief. The following process will be used to facilitate postings for vacant positions.

7.1.1 Bi-Annual Posting Dates

- a) Tuesday and Wednesday of the first full week of January each year.
- b) First Tuesday and Wednesday of June each year (not to conflict with PFFW annual convention).
- c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
- d) 2nd Day, Wednesday - Fire Fighters
- e) 3rd Day, Thursday - Fire Fighters (as needed)
- f) As each vacancy occurs during any posting process, the most senior qualified member will be offered the opportunity to post for that opening.
- g) All moves will be completed by the end of the month in which it was posted.
- h) At the conclusion of the shift postings, at least one certified paramedic shall be posted on every shift at stations where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that the "paramedic engine" will have the necessary personnel to deliver advanced life support immediately upon the arrival of the fire engine and in advance of the ALS ambulance arrival. A paramedic engine shall be staffed every day in stations without an ALS staffed ambulance.

7.1.2 Methods of Exercising Posting Rights

The transfer process may utilize any of the following options to bid for vacant

positions on the posting dates.

a) In person - by being available at Station #1 on the posting date.

b) By telephone - calls will be directed to qualified individuals.

c) By submission of prior written list with selections listed by priority. Said list shall be submitted to the Assistant Chief before 1600 hours on the day preceding the actual posting. A copy of the list with proper signatures shall be retained by the employee.

d) Any employee not wishing to post for an opening shall notify the Assistant Chief or designee in writing of their intent. Two copies of this form shall be submitted and the employee retaining one signed copy.

e) For postings other than the annual posting in January or any other department wide posting, individuals shall notify the Assistant Chief in writing if they do wish to be included in the posting. Two copies of this form shall be submitted with the employee retaining one copy.

7.2 Transfers made during the calendar year will not impact a person's selected vacation. If a person moves to another shift, their vacation shall be adjusted to conform to the difference in vacation blocks. Individual vacation days affected by a transfer shall be adjusted to conform to the difference in vacation days or vacated at the discretion of the employee.

7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee. These personnel will notify the Fire Chief or designee in writing by December 15th of each year if they intend to post for a line position during the annual posting procedure. Upon receipt of said notice, the Fire Chief shall proceed to post those staff positions within the division prior to a department-wide posting in accordance with labor agreements.

For postings other than the annual posting, personnel occupying staff positions who wish to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they know or should have known of the posting.

7.4 The transfer process shall be the primary application with all other applications derived therefrom except as modified herein.

ARTICLE 8

WORK RULES AND JOB DUTIES

8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages, hours and conditions of employment shall be subject to mutual agreement before becoming effective. Therefore, the parties agree to the following process for recommending, negotiating, approving and implementing S.O.G.'s so identified.

1) All drafts of S.O.G.'s shall be submitted to the wage committee.

2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those

- 317 aspects of the draft which represent mandatory subjects of bargaining.
- 318 3) If there is a dispute over bargainability, then the parties shall immediately seek a
319 Declaratory Ruling from the Wisconsin Employment Relations Commission.
- 320 4) Within 20 working days of reaching agreement, the Union shall distribute the final
321 draft of the S.O.G. to its members for action by the body at its second scheduled
322 meeting following agreement.
- 323 5) If negotiations do not yield agreement, then either party may avail itself of statutory
324 impasse resolution procedures.
- 325 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
326 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
327 existing work rules or the establishment of new work rules with the Union. They shall be
328 posted for a period of 10 calendar days before becoming effective.
- 329 8.3 Employees will be notified in writing (email included) of any change in work rules or
330 standard operating guidelines before being subject to discipline. Whenever possible,
331 this notice shall be provided 10 calendar days before the change is effective. The
332 employer and the Union agree that certain Standard Operating Guidelines (S.O.G.'s)
333 involving wages, hours and working conditions must be collectively bargained prior to
334 implementation.
- 335 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
336 firefighting, fire prevention, or rescue work or to the care and maintenance of
337 firefighting equipment and apparatus, or to the normal cleaning required to maintain
338 the quarters and the area.

339 ARTICLE 9
340 LEAVES OF ABSENCE

- 341 9.1 The employer may authorize special leaves of absence with or without pay for any
342 period or periods not to exceed 3 calendar months in any one calendar year for the
343 following purpose of training in subjects related to the work of department personnel
344 and which will benefit its employees and the City service.
- 345 9.2 The Fire Chief may authorize an employee to be absent without pay for personal
346 reasons for a period or periods not to exceed 10 working days in any one calendar year.
- 347 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant
348 leaves of absence with or without pay in excess of the limitations above for the purpose
349 of attending courses of training at a recognized college or university and for other
350 purposes that are deemed beneficial to the City service.
- 351 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
352 Leave Laws.

353 ARTICLE 10
354 VOTING TIME

355 10.1 An employee shall be granted time off in order to cast their vote in all primary and
356 general elections.

357 ARTICLE 11
358 MILITARY LEAVE

359 11.1 Personnel of the Fire Department who leave or have left the City service by request of
360 the Federal Government to enter active service in the Armed Forces of the United States
361 and return, shall be entitled to their departmental seniority and the rate of pay and
362 position they would have been entitled to had their service with the Fire Department
363 not been interrupted by service in the Armed Forces. Employees who are members of
364 the National Guard or military reserve shall be granted military leave for any extended
365 tour of duty requested by the federal government, and shall receive during such
366 absence the wage differential between the employee's regular City wages and military
367 wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a
368 result of such military service. Any employee who serves in the Military Reserve or
369 National Guard will be released from duty to attend required training and will only have
370 pay deducted for actual days released from the Department. This paragraph does not
371 apply to an employee drafted into the military consequent to the institution of a federal
372 draft system or to voluntary periods of active duty service. Seniority shall continue
373 accumulation throughout the leave. There shall be no accumulation of paid time off
374 benefits during the leave. Employees on said leave shall have the option to keep City
375 health and dental benefits during the leave, the same as for active employees.

376 ARTICLE 12
377 JURY DUTY

378 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty
379 before a court, public body or commission. Any payment received for jury duty will be
380 retained by the employee and an equivalent amount will be deducted from the
381 employee's gross pay for that period. The employee must submit a copy of the jury
382 duty payment received to the Payroll Department. Reimbursement for expenses
383 incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross
384 pay.

385 ARTICLE 13
386 FUNERAL LEAVE

387 13.1 Line Personnel

388 13.1.1 When there is a death in the immediate family of an employee (immediate
389 family being defined as that of employee's spouse, parent, guardian, sister,
390 brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law,
391 or step parents) a maximum of two, 24-hour duty periods of leave will be
392 granted with pay to such employee, if needed. Should such death occur during
393 an employee's vacation, the employee shall receive the additional time off with
394 pay at a time to be mutually agreed upon. Travel time to and from the funeral

may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

435 14.1 Line and Day Personnel

436 14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a
437 working day for each full month of employment with no limit on accumulation.
438 All day personnel shall accumulate assigned sick leave with pay at the rate of one
439 working day per month with no limit on accumulation. Employees of the Fire
440 Department shall continue to accumulate sick leave whenever listed on the
441 payroll.

442 14.1.2 In order to be granted sick leave an employee must:

- 443 a) Report the absence request prior to the start of the work day by way of
444 staffing software or telephone. If the employee will not be available at the
445 primary or secondary contact telephone number listed in the staffing
446 software, the employee must contact the Battalion Chief by telephone to
447 provide an alternate number at which they can be reached.
448 b) Keep the Battalion Chief or the Assistant Chief informed of the employee's
449 condition and the anticipated date of return to work.
450 c) Be legitimately ill or attending to a member of the immediate family who is ill
451 and unable to care for themselves or make other arrangements for care.
452 i) For purposes of this article, "immediate family" shall mean spouse,
453 parent, stepparent, child, step child, foster child, guardian, or sibling.

454 14.1.3 All sick leave requested is subject to verification. The department head may
455 request reasonable evidence from the employee to achieve verification.

456 14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the
457 labor agreement. To avoid misuse, management may periodically review
458 amounts of use as well as patterns of use and counsel employees on problem
459 areas.

460 14.1.5 Employee's will be required to provide a physician's written confirmation of
461 illness or injury and return to normal duty by a City-designated medical provider
462 on the date of the illness or injury, at the City's expense, if the employee calls in
463 sick the day prior to or the day after or between 2 or more scheduled days off.
464 For the purposes of sick leave certification and approval a scheduled day will
465 include vacation, holiday, shift-trade and FLSA day. Below is a table showing
466 examples of when a physician's written confirmation will be required.

467 EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
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468 EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
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EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
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470 14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the
471 employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if
472 the employee is injured or ill for more than 50 consecutive calendar days, but
473 less than 6 calendar months, there will be no reduction from the employee's sick
474 leave accumulation. In order to receive this benefit, the employee must have
475 reached (95 days of sick leave for line personnel, 135 days of sick leave for day
476 personnel) at some point in their career. The employee shall perform alternative
477 duty if it is available and the employee is capable of performing same.

478 14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement,
479 the employee's sick leave to a maximum allowable payout of 95 working days for line
480 personnel and with a 1.42 conversion factor for day personnel shall be placed in an
481 escrow account for purposes of payment of employee's health insurance premiums. The
482 employee may convert earned, unused vacation days to sick leave days during the
483 employee's last 5 years of employment, the number of days not to exceed the dollar
484 amount needed to pay health insurance premiums until age 65. All employees reaching
485 normal retirement or disability prior to attaining such age shall be eligible to continue in
486 the City's health insurance group plan until the age of 65. However, when an employee
487 reaches the age of 65 and the employee's spouse is still under the age of 65, the
488 account can still be used by the spouse to pay health insurance premiums until such
489 time that the spouse reaches age 65 or the total account is expended, whichever occurs
490 first. If funds remain in the employee's escrow account at age 65, these funds may be
491 used to purchase supplemental Medicare insurance from the present health insurance
492 carrier for the employee and spouse until the escrow account is depleted. The City shall
493 pay all of the monthly premium payable, provided that the total amount expended for
494 such insurance for each retired employee shall be limited to an amount equal to the
495 percentage set forth below of the value of any accumulated and unused sick pay
496 standing to the credit of that employee as of that employee's date of retirement:

497 100% for employees retiring under disability retirement
498 100% for employees retiring into the State Retirement System

499 After the amount expended for any employee reaches the limit for such employee, the
500 monthly premiums shall thereafter be paid by the employee.

501 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed
502 amount for health insurance premium payment purposes.

503 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to
504 apply the escrowed amount for health insurance premium payment purposes
505 upon the death of the surviving spouse. Remarriage of the surviving spouse will
506 terminate the eligibility of dependent children for this benefit.

- 507 14.2.3 Any funds remaining in the escrow account after the death of the retiree, death
508 or remarriage of the surviving spouse, or death or ineligibility of dependent
509 children shall revert back to the City.
- 510 14.2.4 This health insurance premium payment program for protective employees is
511 mandatory for all covered employees upon retirement and supersedes all
512 previous sick leave payout programs upon retirement sponsored by the City of
513 Green Bay.
- 514 14.2.5 When death of a covered protective service employee occurs either before or
515 after retirement, the estate shall receive the full amount of credit to the escrow
516 account for health insurance purposes of accumulated sick leave not to exceed
517 95 working days in accordance with the above policy.
- 518 14.2.6 An employee who has retired or in case of the employee's death, the spouse has
519 the right to leave the amount credited to the escrow account for "health
520 insurance purposes" until the end of the calendar year in which the individual
521 attains the age of 63. At that time, they shall have to begin using the escrow
522 account for health insurance purposes.

523 ARTICLE 15
524 VACATIONS

525 15.1 Line Personnel

- 526 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
527 schedule. The vacation days listed are earned in that year. Vacation days shall be
528 credited on January 1 of each year. No employee shall receive a vacation until
529 they complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days
After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

530 15.1.2 Line Personnel Vacation Selection

- 531 a) The first round of vacation selection will take place within the first full 3 day
532 work cycle on each shift following the January posting. The second round of
533 vacation selection will take place during the second 3 day work cycle on each
534 shift, and the third round of vacation selection will take place during the third
535 3 day work cycle on each shift.

- b) A maximum of 9 persons will be allowed on vacation on any given work day. No more than 5 of those on vacation on any given day will be officers. The above numbers do not include the Battalion Chief.
- c) Openings created by transfers or promotions will be filled using the process outlined in 15.1.2(k).
- d) A maximum of 15 vacation days may be carried over from year to year for Line Personnel, 30 days for Day Personnel.
- e) An employee is deemed to be on vacation from the last day worked until the next day the employee is scheduled to work. A refusal by an employee on vacation shall not count as a turn for normal overtime call in. Special events overtime is exempt from the above provisions. In an emergency, all personnel are subject to recall.
- f) During "non-prime time", personnel may pick single days or blocks on a first come/first serve basis. However, they may be bumped by personnel exercising their seniority rights in the "first" and "second" rounds. Personnel will be bumped on a last in, first out basis.
- g) "Prime time" is defined for a shift as the first three day cycle that includes Easter and is for the balance of the calendar year.
- h) In the first round of vacation selection, a person may pick 3 or 6 consecutive days by seniority.
- i) In the second round of vacation selection, a person may pick the balance of the current year's accrued vacation by 3 consecutive duty day blocks by seniority.
- j) In the third round of vacation selection, a person may pick one or more duty days by seniority. These days may be in succession or several different single days.
- k) Available Days.
- i. Check to make sure that no one transferring onto the shift has a right to those days by virtue of having previously drawn an overlapping block on another shift.
- ii. If days are still vacant after (i) above is completed, then said days shall be on a first come/first serve basis.
- l) Days vacated due to transfers will not be filled.

15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days

After 18 years	28 days
After 19 years	30 days

570 15.3 General

571 15.3.1 Preference in vacation time shall be in order of department seniority; however,
572 the vacation schedule may be amended by department's needs caused by an
573 emergency or related nature.

574 15.3.2 A line employee cannot carry over more than 15 vacation days and staff
575 personnel employees cannot carry over more than 30 vacation days at the end
576 of the calendar year. Employees will be allowed to carry over in excess of the
577 maximum accumulation of vacation days subject to the following:

578 a) The employee had appropriately scheduled and received approval for the
579 vacation usage.

580 b) The employee was unable to use the vacation as scheduled due to:

581 i. An employee injured in the line of duty for which the employee
582 received temporary total disability (TTD) benefits through Worker's
583 Compensation or as a result of a duty-incurred heart or respiratory
584 impairment covered under the State's Presumptive Law.

585 ii. The vacation day usage was cancelled by the City.

586 iii. A change in shift results in vacation days originally scheduled as full
587 days of vacation falling on FLSA days.

588 c) The employee is unable to reschedule any subsequent days off as vacation
589 after learning of the inability to use the scheduled days as vacation due to
590 the limits placed on the number of employees who can have off on each shift
591 on any given day by the Fire Chief.

592 d) The employee is limited to the number of days that can be carried over in
593 excess of the stated maximum accumulation to those days lost to the above-
594 stated reasons.

595 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)
596 becomes significantly ill or injured (i.e. incapacitated) while the employee is on
597 vacation, sick leave may be substituted for the vacation days, provided there is
598 written confirmation of such illness or injury from a qualified medical provider.

599 15.3.4 On separation from the City, the employee shall be paid in cash for their
600 accumulation of vacation credits.

601 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
602 accumulation shall be divided by 12-months and multiplied by the number of
603 complete months worked.

604 ARTICLE 16
605 PERSONAL LEAVE

606 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must

be used during the calendar year earned. They may not be accumulated. The number of personal leave days shall be prorated for new full-time employees in the initial year of employment and for employees in their final year of employment unless employment is terminated by acceptance to the State Retirement System, disability or death. Employees shall bid personal leave days into the vacation schedule at the time of the annual bidding for vacation. The first 3-days of scheduled leave taken in a calendar year by members of Local 141, shall be automatically deducted as personal leave days from each member's respective leave account by Fire Department administration.

- 16.2 New full time employees who are not allowed to utilize personal leave days during their first calendar year of employment will be allowed to carry those days over into their second year of employment. All such personal leave days carried over, plus any personal leave days accrued during the second calendar year of employment, must be utilized by the end of the second calendar year of employment.

ARTICLE 17 HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

17.1.3 Overtime worked beyond an average of 53-hours under the modified California Plan will be compensated at the rate of 1½-times the regular hourly rate for line personnel pursuant to the final FLSA regulations.

a) For overtime computation, holidays, vacation time, sick leave and funeral leave shall be considered as time worked.

17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be considered as individual/separate groups for the purposes of overtime.

17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours for any call-in time from regular off-duty time with the following exceptions.

a) Classes, training, physical exams and other non-fire suppression work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.

b) Employees called in to be interviewed in possible cases of employee discipline will be paid for actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.

647 17.1.6 When persons are offered and accept overtime through the normal rotation
648 process they will serve in the specific position for which they were called.

649 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours
650 of work when they are able to secure another employee to work in their place
651 provided:

652 a) Such substitution does not impose any additional costs on the City.

653 b) The officer in charge of the house is notified.

654 c) The Battalion Chief in charge of the platoon is notified as soon as possible by
655 the officer in charge of the house on the same platoon.

656 d) Neither the Fire Department nor the City is held responsible for enforcing
657 any agreement made between employees. It is understood that an
658 employee's first responsibility is to the employee's position with the City.

659 e) The trade is made one rank above to one rank below the trader's rank. The
660 person accepting the trade must be able to do the normally assigned job of
661 the person for whom they are working. Paramedics shall be allowed to trade
662 with non-paramedics so long as there is no cost to the City. Also, once a
663 trade has been approved by management it cannot be cancelled by
664 management.

665 f) Once approved, a trade shall be deemed to change the regular schedule of
666 the individuals involved in the trade for all purposes except application of the
667 Fair Labor Standards Act. The individual who will be working the trade shall
668 be responsible for reporting the trade to the Battalion Chief. (i.e., ~~phone call,~~
669 ~~intra-department memo, staffing software~~Telestaff) and shall be responsible
670 for reporting to work on the day traded and be subject to all department
671 regulations and terms of the contract.

672 17.1.8 Employees called to testify in court proceedings on incidents arising from work
673 as a member of the City of Green Bay Fire Department shall be paid a minimum
674 of 4-hours pay for such court appearance. To be eligible for such pay, employees
675 ordered into court shall immediately notify the Chief's office. Determination of
676 job relatedness shall be made at the time of such notification. It is understood
677 that such court pay is generally in addition to the normal work week and shall be
678 paid at the rate determined for such performance. If pay for such appearance is
679 made by a party other than the employer, said pay shall be returned to the City
680 of Green Bay.

681 17.2 Day Personnel

682 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-
683 hours.

684 17.2.2 Definition of a car allowance: The previous policy established by the City of
685 Green Bay which is now in effect for members of this bargaining unit is
686 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS
687 Captain." Their allowance will be based on the current City mileage

688 reimbursement schedule.

689 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-
690 hours for any call-in from regular off-duty time with the following exceptions:

691 a) Classes, training, physical examinations and other non-fire related work will
692 be paid for actual hours worked provided that the employee knew or
693 reasonably should have known of the event 7-calendar days in advance.

694 b) Employees called in to be interviewed in possible cases of employee
695 discipline will be paid for the actual hours worked. Unless an emergency
696 exists, such interviews shall be scheduled during the employee's normal
697 hours of work.

698 c) It is understood that to receive the minimum 4-hours call-in, the City has the
699 right to amend the employee's normal work-day schedule to utilize those
700 personnel for the total 4-hours. However, employees may accept the actual
701 overtime hours worked in lieu of the minimum call-in and thus not have their
702 normal schedule altered.

703 ARTICLE 18
704 HOLIDAYS

705 18.1 Line and Shift Personnel

706 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable
707 parity unit in each year. However, these holidays will not be taken and a sum
708 equal to 100% of each employee's monthly payment which includes shift
709 differential, EMS pay and longevity shall be given to each employee in lieu of the
710 normal times off on a holiday.

711 a) Day personnel (lieutenants and captains in the Fire Marshal's Office and
712 Training Division) shall receive a day off with pay on the following holidays or
713 agreed upon alternate designated holidays: New Year's Day, Good Friday,
714 Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
715 Friday after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel
716 will also receive an additional 8-hours of holiday pay at the straight time rate
717 to be paid in the pay period that each holiday occurs.

718 b) Line holiday pay shall be paid by separate equal checks on the first non-
719 payday Friday in May and November of each year.

720 c) Employees first employed during the calendar year and employees
721 terminating employment during the calendar year shall receive holiday pay
722 on a pro rata basis for the actual time employed.

723 ARTICLE 19
724 RATES OF PAY

725 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
726 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis

and are based on full-time employment.

19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour shift, the employee shall receive out of grade pay for the actual hours worked in that classification. When working out of grade as a battalion chief, the employee will receive pay for such time at a rate which is 5% above the employee's hourly base rate. Out of grade documentation shall be maintained by the House Captain.

19.3 Employees who sign an appropriate waiver shall not be required to work out of grade except in emergency situations of a temporary nature. Such employees shall have the ability to void such waiver but shall not be eligible for promotion until 12 months after the waiver is nullified.

19.4 Members will be compensated for work on specific committees and at a specific wage rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A Memorandum of Agreement regarding the same is attached and incorporated by reference as Exhibit A.

ARTICLE 20 SHIFT DIFFERENTIAL

20.1 Line and Shift Personnel: –In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020. an additional \$20 per month or ½ of the shift premium that Police Officers receive for working their second shift, or 1/7 the total second and third shift premium enjoyed by the Police Department, whichever is higher.

ARTICLE 21 CLOTHING ALLOWANCE

21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund shall have an account to be known as "Clothing Allowance." which shall be administered per Fire Department Work Orders. Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020

21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.

21.3 Members shall be paid allowed to draw \$45015 per annum on November 1 and may use the funds to purchase uniform clothing from the clothing account. Effective January 1, 2022, the members shall receive \$500 per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.

21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty. allowed to be purchased by employees of the department.

765 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of
766 safety glasses per year including prescription glasses. (This does not include the cost of
767 the examination. Glasses will be in "regular frames" i.e. W.O.S.).

768 21.5.1 The City will replace or repair required prescription safety glasses which are lost,
769 broken, or damaged on the job.

770 21.5.2 Employees who are not required to wear safety glasses may purchase them
771 through the City.

772 ARTICLE 22
773 LONGEVITY

774 22.1 \$10 per month at the first pay period following the anniversary marking the beginning
775 of the 8th year of service.

776 22.2 An additional \$10 per month at the first pay period of the 12th year of service.

777 22.3 An additional \$10 per month at the first pay period following the anniversary marking
778 the beginning of the 16th year of service.

779 22.4 Maximum longevity payment is \$30 per month.

780 ARTICLE 23
781 PENSION

782 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
783 amount equal to that paid by general municipal employees.

784 ARTICLE 24
785 EMERGENCY MEDICAL SERVICE

786 24.1 Compensation

787 24.1.1 EMS-Certified personnel shall be compensated according to the following
788 schedule:

- 789 • EMT 2.75% of top Fire Fighter Rate
790 • EMT-P 4.25% of top Fire Fighter Rate

791 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
792 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
793 Skills Retention" is subject to negotiation per Article 8.

794 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
795 equivalent to 6% of the top firefighter rate per day to those employees who
796 actually serve on the ambulance. The ride pay calculation is:

- 797 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
798 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
799 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
800 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*

801 (pay/106x24x6%/24).

802 24.2 EMS Staffing

803 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
804 the understanding of the parties that the Chief determines the needs of the
805 department as well as the qualifications necessary to fill those needs.
806 Management must, however, follow contractual seniority provisions with
807 respect to promotion, transfer or assignment to positions.

808 24.2.2 All personnel assigned to squads must have at least EMT certification.

809 24.2.3 Both parties to this working agreement agree that total fire department
810 seniority, as qualified, will be the primary determinant of all assignments, and
811 that therefore paramedic assignments will not inhibit return to line assignments
812 as seniority warrants.

813 ARTICLE 25

814 DUTY INCURRED DISABILITY AND PENSION BENEFITS

815 25.1 Fire Service

816 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not
817 to exceed 180 calendar days. At the end of the 180 calendar day period, if more
818 time is needed, a request to the Personnel Committee shall be made and the
819 Personnel Committee may grant additional time as they deem necessary.

820 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
821 disease shall receive full pay while disabled not to exceed 180 calendar days. At
822 the end of the 180 calendar day period, if more time is needed, a request to the
823 Personnel Committee shall be made and the Personnel Committee may grant
824 additional time as they deem necessary.

825 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
826 shall be figured from an employee's base salary and the following fringe benefits
827 – longevity, clothing allowance, holiday pay, City's contribution to employee's
828 and family's plan of health insurance.

829 25.1.4 Employee's survivors shall receive a pension payment from the City whether
830 employee is actively employed or on pension equal to ⅓ of the employee's base
831 salary and the following fringe benefits – longevity, clothing allowance, holiday
832 pay, City's contribution to employee's life insurance, and City's contribution to
833 employee's and family's plan of health insurance. There shall be an additional
834 payment of \$15 per month for each of the employee's children under the age of
835 18. This is to clarify Section 66.191 or applicable state or federal law.

836 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
837 to their death along with vacation and holiday pay earned.

838 ARTICLE 26

839

HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

- 840 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with
841 the annual physical which is required of each firefighter. Employees will pay 12.5% with
842 a 1.25% add on if spouse does not participate in the HRA for health care insurance
843 benefit and the City will pay the remaining premium. The spouse add on will not apply if
844 the City discontinues the HRA program.
- 845 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
846 dental insurance benefits.

847

ARTICLE 27

848

LIFE INSURANCE

- 849 27.1 The City will provide and carry, at no cost to the employee, life insurance for each
850 fulltime firefighter in an amount equal to the employee's base salary. Employees shall
851 have the option to purchase supplemental life insurance for self, spouse and eligible
852 dependent(s). Employees will pay all premium costs for the optional supplemental life
853 insurance through payroll deduction.

854

ARTICLE 28

855

EDUCATION CREDITS

- 856 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below,
857 upon successful completion of approved Fire Science courses. The student must attain a
858 grade of "C" or higher to qualify for reimbursement. Approved Fire Service courses are
859 defined as courses required for a degree (associate, bachelor or masters in Fire Science).
- 860 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate
861 courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be
862 set at a maximum of \$50 per course provided that upon book reimbursement the book
863 is donated to the Fire Department library. The maximum reimbursement for any
864 employee in a calendar year is \$1,200.
- 865 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes
866 courses which would not qualify in this section if the Chief deems the course to be of
867 sufficient benefit to the City. Credit approval must be obtained in advance of course
868 attendance.

869

ARTICLE 29

870

LIABILITY AND ACCIDENT INSURANCE

- 871 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in
872 the event that claims are made as a result of alleged injury or damage to persons or
873 property which arises from the operation of a City vehicle.
- 874 29.2 The City also agrees to provide insurance coverage to cover employees in the event
875 liability or damage claims are made while the employee is performing their duties.

876

ARTICLE 30

877

SAVING CLAUSE

878 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be
879 inoperative, void, or invalid, the validity of the remaining portions of this contract shall
880 not be affected.

881

ARTICLE 31

882

AMENDMENT PROVISION

883 31.1 This agreement is subject to amendment, alteration or addition only by subsequent
884 written agreement between and executed by the City and the union where mutually
885 agreeable. The waiver of any breach, term, or condition of this agreement by either
886 party shall not constitute a precedent in the future enforcement of all its terms and
887 conditions.

888

ARTICLE 32

889

FIRE MARSHAL OFFICE

890 32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal
891 Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment
892 unless retiring or unless removed for disciplinary reasons or mutually agreed to by the
893 Chief and the employee.

894 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
895 approved, the employee must remain on the job until a qualified replacement is trained
896 and ready to assume the duties of the position.

897 32.3 Fire Marshal Office members are to receive vacation on the Day Personnel vacation
898 schedule according to Article 15, Schedule B of this agreement.

899 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

900 32.5 All Fire Marshal Office members will participate in the on-call fire investigation coverage
901 system. The on-call schedule will include each Fire Marshal Office member being
902 assigned for 7-days, starting Monday at 8:00am through the following Monday at
903 8:00am. Each on-call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-
904 Blue). Each Fire Marshal Office member will be assigned to one of the four codes and be
905 assigned that code for on-call purposes during their tenure in the Fire Marshal Office.

906 32.6 To prevent Fire Marshal Office members from having the same week of on-call every
907 year, the normal rotation will be suspended during the on-call week of each year that
908 includes Easter. At that time the rotation will be offered on a seniority basis, by code,
909 and if necessary filled by inverse seniority. The rotation will then resume based on the
910 employee's code.

911 32.7 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
912 assigned to a code group. Each of these holidays will have a 4-day block of on-call
913 surrounding the holiday. On-call personnel will receive double on-call pay during these
914 4-holiday blocks. They will not receive double on-call pay for other listed holidays.

915 32.8 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
916 Officer.

917 32.9 The Fire Marshal Office member on-call must be available to respond to the fire scene
918 when requested within an hour, unless there are extenuating circumstances as
919 determined by the Chief.

920 32.10 The Fire Marshal Office member will work normal day hours while on call except for
921 contractual Holidays.

922 32.11 A Fire Marshall Office member may be able to flex his or her hours of work in
923 accordance with the Memorandum of Understanding attached and incorporated by
924 reference as Exhibit B.

925 32.1~~2~~⁴ The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
926 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
927 scheduled work hours. When called in to investigate a fire the Fire Marshal Office
928 member will receive their regular rate of pay and will not simultaneously receive regular
929 and on-call pay. Hours worked in excess of the Fire Marshal Office member's workday
930 approved by the Chief or designee will be compensated at 1-½ times the regular rate.
931 The on-call Fire Marshal Office member may receive phone calls from the on-duty
932 Battalion Chief seeking guidance or clarification on an incident. These phone inquiries
933 will be considered as compensated by the on-call pay stipend.

934 32.1~~3~~² During periods of work when not on-call, Fire Marshal Office members will be able to
935 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
936 allowed off on vacation in a work week. Vacation selection shall be as follows:

937 → First round selection shall occur the second Monday in the month of January. Picks
938 shall occur by division seniority. During first round picks up to 3-weeks may be
939 selected, all picks must be full weeks. Full week blocks may not be removed once
940 selected.

941 → Second round selection shall occur the third Monday in the month of January. Up to
942 10-individual days may be selected

943 → Third round selection shall occur the fourth Monday in the month of January. Any
944 remaining days available may be selected.

945 → Any open vacation days left after vacation picks may be selected on a first come first
946 served basis.

947 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
948 Marshal Office member's on call schedule

949 32.1~~4~~³ The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
950 overtime during the time they are on-call.

951 32.1~~5~~⁴ As approved by the Chief, the Fire Marshal Office member investigating the fire scene
952 may be approved to use a reasonable amount of overtime to complete the fire report.

953 32.1~~6~~⁵ Any long term opening (i.e., medical) on the on-call fire investigation schedule will first

be offered to Fire Marshal division personnel. If unable to fill the open on-call block it will then be offered to in-line firefighters who have fire investigation training by seniority. Any in-line fighter who assumes the on-call block of the long term opening will receive the on-call pay.

32.17 Each Fire Marshal Office member will be entitled to change their hours of on-call when they can secure another Fire Marshal Office member or in-line firefighter with fire investigation training to be on-call with prior approval of the Fire Marshal Captain and Fire Chief provided that:

→ Such substitution does not impose any additional cost to the City.

→ Substituting employee would receive pay for on-call hours worked per ~~the Department's staffing software~~ Telestaff. Fire Chief, Fire Marshal Captain, and on-duty Battalion Chief will be notified in writing of change in on-call hours.

→ Neither the City, nor the Fire Department is responsible for enforcing any agreement made between employees. It is understood an employee's first responsibility is to the employee's position with the City and the Department.

32.18 Officers in the Fire Marshals office having IAAI-Fit (International Association of Arson Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection, Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3 daily rate of line personnel. Officer in the position of Lt. PIO having NFA Youth Fire Seaters Certification and CPS (Child Passenger Safety Certification) shall receive compensation equal to 24.1.3 daily rate of line personnel.

ARTICLE 33 MISCELLANEOUS

33.1 In the event federal or state legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set forth in this agreement, the work week and day as set shall be renegotiable.

33.2 To provide the Fire personnel needed at special events (including without limitation by enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department administration. This list shall ask for volunteers to work the event. Those who volunteer will be called out by seniority with qualifications. "Special events" shall include Packers football games; payment for the Packers football games shall be at the double time (2x) rate.

33.2.1 If there are insufficient volunteers to meet the needs, the department will direct employees to work at the events inversely by seniority as qualified. A further stipulation shall apply as regards the calling to work of non-volunteers by inverse seniority as qualified and that shall be: As an employee is ordered to work because of their position in seniority shall after such work be eliminated from the eligibility list or directed call-in at subsequent events in that calendar year. However both parties understand that the major determinant of call-in is

994 departmental need at the events and notwithstanding the waiver given above
995 regarding a person who has already worked a game by non-volunteer call-in,
996 that person can be called in again if no qualified person is available.

997 33.3 The employer and Union agree that the recent transfer of the City Health Department to
998 Brown County will not impact our delivery of occupational health services to members
999 of Local 141. The individuals or agencies providing those services may change, but the
1000 City agrees that those changes will have no impact on the health and safety of members
1001 of Local 141.

1002 33.4 It is agreed and understood that the City's third party administrator for health and
1003 dental insurance has drafted a new booklet to address recent changes in the insurance
1004 industry. This memorandum will serve as the City's guarantee that the level of benefits
1005 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.
1006 The only coverage changes in the booklet will be those that have been negotiated and
1007 agreed upon.

1008 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a
1009 superior officer of the Fire Department, are under no duty to take action when faced
1010 with an emergency. Any employee, while on duty, may however, respond to an
1011 emergency as a private individual. While on duty, the authority granted in Section
1012 213.095, Wis. Stats. shall apply as provided therein. Employees who have the
1013 opportunity to respond to an emergency while off duty, and who don't, will not be held
1014 accountable for such decision and, therefore, there can be no discipline for such
1015 decision and inaction.

1016 ARTICLE 34
1017 DRUG TESTING

1018 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice
1019 of the provisions for the department drug testing program.

1020 34.2 Discussion. It is the policy of this department that the critical mission of the fire service
1021 justifies maintenance of a drug-free work environment through the use of a reasonable
1022 employee drug testing program.

1023 The fire fighting profession has several uniquely compelling interests that justify the use
1024 of employee drug testing. The public has a right to expect that those who are sworn to
1025 protect them are, at all times, both physically and mentally prepared to assume these
1026 duties. There is sufficient evidence to conclude that the use of controlled substances
1027 and other forms of drug abuse will seriously impair an employee's physical and mental
1028 health and thus job performance.

1029 Where fire service officers participate in illegal drug use and drug activity, the integrity
1030 of the profession and public confidence in that integrity are destroyed. This confidence
1031 is further eroded by the potential for corruption created by drug use.

1032 Therefore, in order to ensure the integrity of the department and to preserve public
1033 trust and confidence in a fit and drug-free fire fighting profession, this department shall

1034 implement a drug testing program to detect prohibited drug use by sworn employees.

1035 34.3 Definitions

1036 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire
1037 service powers and authority.

1038 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,
1039 in accordance with departmental procedures, for chemical analysis to detect
1040 prohibited drug usage.

1041 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge
1042 sufficient to induce an ordinary prudent and cautious person to believe that an
1043 individual is using or under the influence of drugs or other controlled substances.

1044 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary
1045 employee shall be considered to be any person who is conditionally employed
1046 with the department as a sworn employee.

1047 34.4 Procedures

1048 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary
1049 and sworn employees, while on and off duty:

1050 a) No employee shall illegally possess any controlled substance.

1051 b) No employee shall ingest any controlled or other dangerous substance,
1052 unless as prescribed by a licensed medical practitioner.

1053 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1054 substance shall immediately report the incident to their Battalion Chief so
1055 that appropriate medical steps may be taken to ensure the employee's
1056 health and safety.

1057 d) Any employee, having a reasonable basis to believe that another employee is
1058 illegally using, or is in possession of any controlled substance, shall
1059 immediately report the facts and circumstances to the Battalion Chief on the
1060 shift. Training shall be provided on identification and handling of such
1061 situations.

1062 e) Discipline of sworn employees for violation of this policy shall be in
1063 accordance with the due process rights provided in the department's
1064 discipline and grievance procedures.

1065 34.4.2 Probationary Employee Drug Testing

1066 a) All probationary employees shall be required, as a condition of employment,
1067 to participate in unannounced drug tests prior to the completion of the
1068 probationary period. The frequency and timing of such testing shall be
1069 determined by the Chief or designee, and shall not exceed two tests during
1070 the probationary period.

1071 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as
1072 a condition of continued employment in order to ascertain prohibited drug use
1073 as provided below:

- 1074 a) All sworn employees shall be required to submit to a drug test prior to
1075 January 1, 1993, provided they are notified of such test at least 30 days in
1076 advance. Employees receiving inpatient treatment for a dependency problem
1077 at the time of the mass testing shall not be tested.
- 1078 b) A non-union supervisor may order an employee to take a drug test upon
1079 documented reasonable suspicion that the employee is or has been using
1080 drugs. A summary of the facts supporting the order shall be made available
1081 to the employee prior to the actual test.
- 1082 c) A drug test will be administered as part of all promotional procedures. Any
1083 member who refuses to submit to this form of testing for judgment, fitness,
1084 and readiness for duty, shall be immediately removed from their special
1085 assignments.
- 1086 d) Any sworn employee of this department who is directly involved in a serious
1087 fire incident shall be required by a non-union supervisor to participate in a
1088 drug screening test immediately following the event, or as soon as the
1089 tactical situation allows. A serious incident is defined as a fire vehicle
1090 accident in which serious injury is sustained by any involved employee or
1091 citizen requiring immediate medical attention by hospital personnel. If it is
1092 clearly evident that the employee is not at fault in the accident, no drug test
1093 will be required. A directly involved employee is one who is the driver of the
1094 fire vehicle.
- 1095 e) Any employee who in the carrying on of their duties, ingests, either directly
1096 or indirectly, any drug or narcotic substance, is required to document, as
1097 soon as possible thereafter such contact. Documentation should occur in
1098 writing explaining all circumstances, and the employee's supervisor should
1099 be notified as soon as possible. Drug tests will be administered and no
1100 disciplinary action will be taken if the tests are positive and the employee can
1101 prove that ingestion was involuntary.
- 1102 f) Beginning in 1993, the department shall randomly test members of the
1103 bargaining unit. Such test shall occur once per year per shift with no
1104 announcement of time or date. The method for random selection shall be
1105 such that each member of the bargaining unit has an equal chance of being
1106 selected. No one shall be tested randomly more than twice every 5 years.
1107 Every employee in the department shall be tested at least once every 5
1108 years. This shall not apply to causes for testing provided elsewhere in this
1109 article.

34.4.4 Drug Testing Procedures

- a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
- b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer issued.
- c) All employees whose urinalysis is not negative shall have a post-test interview with qualified medical personnel to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a positive test result.
- d) The bathroom facility of the testing area shall be private and secure.
 - i. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than 3 hours to give a sample; during which the employee shall remain in the testing area. If the employee leaves the area, it is considered a refusal to test. Up to and not exceeding 40 ounces of water may be given to the employee to encourage urination. Failure to submit a sample shall not be considered a refusal to submit to a drug test until the individual has been examined by a doctor to determine if the individual has a pre-existing medical condition which would prohibit the donor from supplying the specimen.
- f) Employees shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or their attorney should the original sample result in a legal dispute or the chain of custody be broken.
- g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct supervision of the testing personnel.

1152 34.4.5 Drug Testing Methodology

- 1153 a) The testing or processing phase shall consist of a two-step procedure:
- 1154 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
- 1155 the same initial screening test.)
- 1156 ii. Confirmation test (GCMS)
- 1157 b) The urine sample is first tested using the initial drug screening procedure. An
- 1158 initial positive test result will not be considered conclusive; rather, it will be
- 1159 classified as “confirmation pending.” Notification of test results to the Chief
- 1160 shall be held until the confirmation test results are obtained.
- 1161 c) A specimen testing positive will undergo an additional confirmatory test. The
- 1162 confirmation procedure shall be technologically different and more sensitive
- 1163 than the initial screening test. No positive results will be reported to
- 1164 management until all confirming tests have been conducted and the medical
- 1165 interview with the Medical Review Officer (MRO) has been completed. This
- 1166 shall include a six mono acetyl morphine test when codeine is detected in the
- 1167 GCMS test.
- 1168 d) The drug screening tests selected shall be capable of identifying marijuana,
- 1169 cocaine and every major drug of abuse including heroin, amphetamines and
- 1170 barbiturates. Personnel utilized for testing will be certified as qualified to
- 1171 collect urine samples or adequately trained in collection procedures.
- 1172 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
- 1173 purposes of determining which substances will be tested for under this
- 1174 Article as well as the levels which will constitute a positive test.
- 1175 f) The laboratory selected to conduct the analysis shall be experienced and
- 1176 capable of quality control, documentation, chain-of-custody, technical
- 1177 expertise, and demonstrated proficiency in urinalysis.
- 1178 g) Employees having a negative drug test result shall receive memorandum
- 1179 stating that no illegal drugs were found. If the employee requests such, a
- 1180 copy of the letter will be placed in the employee’s personnel file
- 1181 h) Any employee who breaches the confidentiality of testing information shall
- 1182 be subject to discipline.

1183 34.4.6 Chain of Evidence - Storage

- 1184 a) Each step in the collecting and processing of the urine specimens shall be
- 1185 documented to establish procedural integrity and the chain-of-custody.
- 1186 b) Where a positive result is confirmed, urine specimens shall be maintained in
- 1187 secured, refrigerated storage for one year.

1188 34.4.7 Drug Test Results

- 1189 a) All records pertaining to department-required drug tests shall remain
- 1190 confidential and shall not be provided to other employees or agencies
- 1191 without the written permission of the person whose records are sought.

1192 b) Drug test results and records shall be sealed and retained in the employee's
1193 personnel file for an indefinite period. Only the employee, the Chief and the
1194 Human Resources Director shall be allowed to open such sealed records.

1195 34.5 Actions Taken/Positive Result.

1196 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1197 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1198 individual's employment shall be terminated. If the test is determined to be
1199 inconclusive, then the City shall not have just cause for termination.

1200 a) The exception shall be forced use as defined in 34.4.1(c).

1201 b) If an employee tests positive for a drug which was legally prescribed and led
1202 to their addiction to that drug then the employee shall be given an
1203 opportunity to rehabilitate according to paragraph 34.5.2.

1204 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline
1205 and referred to the Employee Assistance Program.

1206 a) The employee shall be subject to mandatory random testing for a period of
1207 two years.

1208 b) The Employee Assistance Program shall not be a substitute for disciplinary
1209 action if other rules and regulations have been violated or crimes committed.

1210 c) A second positive test for marijuana shall be grounds for termination.
1211 However, employees who test negative for two years after rehabilitation will
1212 not be dismissed if their second positive test for marijuana occurs more than
1213 ten years after the last positive test. In that case the employee will be
1214 afforded rehabilitation one more time.

1215 34.5.3 A positive test shall be defined as a confirmation test which establishes
1216 conclusively that the employee has ingested one of the drugs in question.

1217 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1218 policy shall be terminated from employment as a fire service employee.

1219 ARTICLE 35

1220 RESIDENCY

1221 35.1 All employees will be required to maintain residency within Brown County, counties
1222 which are contiguous to Brown County, or Southern Door County. Appropriate response
1223 time requirements may be established by the Fire Chief in consultation with the Human
1224 Resources Director.

1225 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1226 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1227 through appropriate communication means. In these or any other emergent situation,
1228 members shall be called without regard to the normal overtime calling procedures.

1229 ARTICLE 36

1230

DURATION AND NEGOTIATION TIME TABLE

1231 36.1 This agreement shall become effective as of January 1, ~~2018-2020~~ and remain in force
1232 and effect to and including December 31, ~~2019-2023~~ and shall renew itself for additional
1233 one year periods until and unless either party, prior to July 1, before the expiration of
1234 this agreement and the expiration of any of its renewal dates, notify the other party in
1235 writing that it desires to alter or amend the same at the end of the contract.

1236 36.2 Negotiations may begin at any time prior to July 1.

1237 Signed and dated this _____ day of ~~December, 2019~~.

1238 CITY OF GREEN BAY

GREEN BAY FIRE FIGHTERS, LOCL 141

1239

1240 ~~James Schmitt~~Eric Genrich, Mayor

Ryan Hintz, President

1241

1242 David Litton, Fire Chief

Bernie Carwardine, Vice President

1243

1244 ~~Lynn M. Boland~~Joseph W. Faulds, Human Resources Director

Todd Madson,

1245 Secretary/Treasurer

1246 Attest:

1247

1248 Kris Teske, City Clerk

1249

1250

1251

1252

1253

SCHEDULE "A"

WAGES

1254 Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of
 1255 the pay period in which the effective date occurs.

POSITION	January 1, 2020 Shift Pay Increase	December 31, 2020 2%	July 1, 2021 2%
New Hire	\$2,199.25	\$2,243.24	\$2,288.10
After 18-Months	\$2,376.98	\$2,424.52	\$2,473.01
Private (After 3-years' service)	\$2,554.70	\$2,605.79	\$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$2,623.98	\$2,676.46	\$2,729.99
Engineer (less than 11 years' service)	\$2,718.30	\$2,772.67	\$2,828.12
Engineer (after 11 years' service)	\$2,749.30	\$2,804.29	\$2,860.38
Lieutenant (less than 17 years' service)	\$2,893.70	\$2,951.57	\$3,010.60
Lieutenant (after 17 years' service)	\$2,940.88	\$2,999.70	\$3,059.69
Captain	\$3,145.97	\$3,208.89	\$3,273.07
EMT	\$72.16	\$73.60	\$75.07
Paramedic	\$111.52	\$113.75	\$116.02

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POSITION	July 1, 2022 2%	July 1, 2023 2%
New Hire	\$2,333.86	\$2,380.54
After 18-Months	\$2,522.47	\$2,572.92
Private (After 3-years' service)	\$2,711.07	\$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$2,784.59	\$2,840.28
Engineer (less than 11 years' service)	\$2,884.68	\$2,942.37
Engineer (after 11 years' service)	\$2,917.59	\$2,975.94
Lieutenant (less than 17 years' service)	\$3,070.81	\$3,132.23
Lieutenant (after 17 years' service)	\$3,120.88	\$3,183.30
Captain	\$3,338.53	\$3,405.30
EMT	\$76.58	\$78.11
Paramedic	\$116.82	\$120.71

1265 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls
1266 Office having the required certifications outlined in 32.17 will be paid the daily rate per
1267 24.1.3 for each scheduled duty day in addition to their regular pay. The scheduled duty days
1268 per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay
1269 divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

1270 2) Example for 1/1/20: Top fire fighter bi-weekly rate \$2,623.98/106x24x6%/24 =
1271 \$1.4853. SCBA pay = (122 duty days x 24 hours per day) x \$1.4583) divided by 26 pay periods)
1272 = \$167.28 bi-weekly rate.

1273 2) Management shall exercise its discretion in starting new employees above step 1.

1274 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of
1275 service, provided they have successfully completed Wisconsin Certified Driver/Operator
1276 Pumper and Aerial and has Wisconsin EMT certification.

1277 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years
1278 of service, provided they have successfully completed Wisconsin Certified Fire Officer I and
1279 has Wisconsin EMT certification.

1280 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-
1281 years, then the employee shall receive 75% of the difference between Private with 6-years

of service and Engineer with 11-years of service. The employee must take a promotion whenever available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6 years of service rate.

6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.

7) If an employee with more than 11-years of service is promoted to the position of Lieutenant prior to having 17-years of service, then the employee shall be paid 75% of the difference between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The employee must take the promotion to Lieutenant whenever available; otherwise the employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6-years of service rate.

8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution of the employee's designation. Holiday paychecks may be direct deposited at the discretion of the employee.

In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.

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1304

EXHIBIT A

AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, 2020 through December 31, 2023

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AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.
- 1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

- 2.1 . If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.
- 2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The City retains all rights, powers or authority that it has prior to this contract as modified by this contract.
- 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this agreement or to violate the spirit, intent or purposes of this agreement.

ARTICLE 4
UNION ACTIVITY

- 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will be allowed to hold its meetings at any fire station. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this agreement and shall not work to prevent certain routine business such as the posting of Union notices and bulletins. Representatives of the Union, local principle officers, and Wage Committee members may conduct Union business including, but not limited to, wage negotiations, Union meetings, grievance handling, etc., during the course of the working day for a reasonable period of time, provided permission is first obtained from the Chief or designee.
- 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of the delegated employee representative of the Union. Local 141 agrees that the bargaining committee shall be limited to no more than six members.

ARTICLE 5
GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding. During the initial probationary period as a firefighter, an employee will not have recourse through the grievance and arbitration procedure for disciplinary action and/or dismissal.
- 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, the article and section number of the alleged violation, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place and the signature of the grievant and the date.
- 5.3 The Chief of the department may confer with the Union and such employees or other persons deemed appropriate by the Chief before making a determination.
- 5.4 The days indicated at each step should be considered a maximum. Days shall mean working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.
- 5.5 Steps in the procedure may be waived by mutual agreement of the parties.
- 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days

after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

5.6 Disciplinary Proceedings

5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined below.

5.6.2 In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under Section 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under Section

62.13. The employee's sole recourse from the decision of the Board of Police and Fire Commissioners shall be in accordance with the appeal procedures provided in Section 62.13 Wis. Stats.

5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department?
- c) Prior to determining to impose discipline, did the Chief, or designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- d) Was the Chief's, or designee's, investigation conducted fairly and objectively?
- e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
- f) Has the Chief, or designee, applied a disciplinary penalty without discrimination?
- g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Police or Fire Department?

5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the Grievance Procedure of this Labor Agreement, the Grievance Procedure in the Labor Agreement shall be the sole and exclusive remedy of the City, the Chief, the Association, and the employee in question, and that no other discipline may be meted out to any employee based upon the subject matter of the grievance in question. In the event that a disciplinary matter is not grieved under the terms and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform

the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, who shall follow the process outlined below:

6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) meets the minimum experience requirements outlined in the job description for Engineer, and c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam, and d) has Wisconsin EMT certification.

6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review, and d) has Wisconsin EMT certification. The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

6.4 Promotion to Captain. The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review. The written examination will be waived if a candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

6.5 In no case shall the rights and/or powers of management to promote or to transfer be exercised in an unreasonable, arbitrary or discriminatory manner. This shall include management's approach to the performance evaluations. In cases where there is disagreement between an employee and a rater regarding the final evaluation, the employee shall have recourse to the grievance procedure. In grievance arbitrations involving performance evaluation, the arbitrator shall be charged with determining only whether the rater employed the agreed upon evaluation process appropriately.

6.6 Employees who sign an appropriate waiver shall not be required to work out of rank except in emergency situations of a temporary nature. Such employees shall have the ability to void the waiver, but shall not be eligible for promotion until 12 months after the

waiver is nullified.

6.7 Definition of Department Seniority: A person or member's seniority started the minute they first reported to work and runs continuously thereafter provided, however, that personnel who have prior and continuous service with the City before becoming members of the Fire Department shall receive credit for those prior years of service only for the purposes of the rate of earning vacation time (but not in vacation selection) and longevity pay, but such prior service with the City shall in no way be used or credited for any other rights under this labor agreement. The provision for prior service credit shall be read as effective January 1, 1982. Department seniority shall be the primary application with all other applications derived therefrom except as modified herein.

6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department seniority by personnel working in a station for a period of 12 hours or more on any given day. Personnel not regularly assigned to the shift on-duty do not have in-house seniority.

6.8 If it occurs that management shall withhold approval of any posting, the Union shall expect and receive an explanation of such withholding. When assignments are made after posting, they shall not be changed unless the needs of the department demand such change, or if the successful applicant can show that their subsequent dissatisfaction is disruptive to work performance.

6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit shall be given the opportunity to return to the Union as the least senior employee in the rank from which they were promoted. This option will be available for 90 calendar days from the date of promotion and shall be allowed at either the employee's discretion or by managerial judgment. Employees returning to the Union in this fashion shall recover seniority for purposes of benefits and vacation selection.

6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional procedures. Such obligation extends to training opportunities if said procedures will have an impact on an employee's promotability.

6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a line officers position with the following criteria applying:

6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they shall serve a 90 calendar day internship as a line lieutenant during the year prior to their posting out of the staff position. This internship as a line officer may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

241 6.11.4 The employee is under no obligation to post for any line officer position even
242 though the internship may have been successfully completed.

243 6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who
244 meets those qualifications shall be selected for that position.

245 ARTICLE 7
246 TRANSFERS

247 7.1 Permanent transfers will be made on the basis of department seniority providing the
248 senior employee has the necessary qualifications and ability as determined by the Chief.
249 The following process will be used to facilitate postings for vacant positions.

250 7.1.1 Bi-Annual Posting Dates

- 251 a) Tuesday and Wednesday of the first full week of January each year.
- 252 b) First Tuesday and Wednesday of June each year (not to conflict with PFFW
253 annual convention).
- 254 c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
- 255 d) 2nd Day, Wednesday - Fire Fighters
- 256 e) 3rd Day, Thursday - Fire Fighters (as needed)
- 257 f) As each vacancy occurs during any posting process, the most senior qualified
258 member will be offered the opportunity to post for that opening.
- 259 g) All moves will be completed by the end of the month in which it was posted.
- 260 h) At the conclusion of the shift postings, at least one certified paramedic shall
261 be posted on every shift at stations where an Advanced Life Support (ALS)
262 ambulance is not regularly assigned. This is to ensure that the "paramedic
263 engine" will have the necessary personnel to deliver advanced life support
264 immediately upon the arrival of the fire engine and in advance of the ALS
265 ambulance arrival. A paramedic engine shall be staffed every day in stations
266 without an ALS staffed ambulance.

267 7.1.2 Methods of Exercising Posting Rights

268 The transfer process may utilize any of the following options to bid for vacant
269 positions on the posting dates.

- 270 a) In person - by being available at Station #1 on the posting date.
- 271 b) By telephone - calls will be directed to qualified individuals.
- 272 c) By submission of prior written list with selections listed by priority. Said list
273 shall be submitted to the Assistant Chief before 1600 hours on the day
274 preceding the actual posting. A copy of the list with proper signatures shall be
275 retained by the employee.
- 276 d) Any employee not wishing to post for an opening shall notify the Assistant
277 Chief or designee in writing of their intent. Two copies of this form shall be
278 submitted and the employee retaining one signed copy.

279 e) For postings other than the annual posting in January or any other department
280 wide posting, individuals shall notify the Assistant Chief in writing if they do
281 wish to be included in the posting. Two copies of this form shall be submitted
282 with the employee retaining one copy.

283 7.2 Transfers made during the calendar year will not impact a person's selected vacation. If
284 a person moves to another shift, their vacation shall be adjusted to conform to the
285 difference in vacation blocks. Individual vacation days affected by a transfer shall be
286 adjusted to conform to the difference in vacation days or vacated at the discretion of the
287 employee.

288 7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall
289 make a 2-year commitment unless retiring or unless removed for disciplinary reasons or
290 mutually agreed to by the Chief and the employee. These personnel will notify the Fire
291 Chief or designee in writing by December 15th of each year if they intend to post for a line
292 position during the annual posting procedure. Upon receipt of said notice, the Fire Chief
293 shall proceed to post those staff positions within the division prior to a department-wide
294 posting in accordance with labor agreements.

295 For postings other than the annual posting, personnel occupying staff positions who wish
296 to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they
297 know or should have known of the posting.

298 7.4 The transfer process shall be the primary application with all other applications derived
299 therefrom except as modified herein.

300 ARTICLE 8
301 WORK RULES AND JOB DUTIES

302 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,
303 hours and conditions of employment shall be subject to mutual agreement before
304 becoming effective. Therefore, the parties agree to the following process for
305 recommending, negotiating, approving and implementing S.O.G.'s so identified.

- 306 1) All drafts of S.O.G.'s shall be submitted to the wage committee.
307 2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those
308 aspects of the draft which represent mandatory subjects of bargaining.
309 3) If there is a dispute over bargainability, then the parties shall immediately seek a
310 Declaratory Ruling from the Wisconsin Employment Relations Commission.
311 4) Within 20 working days of reaching agreement, the Union shall distribute the final
312 draft of the S.O.G. to its members for action by the body at its second scheduled
313 meeting following agreement.
314 5) If negotiations do not yield agreement, then either party may avail itself of statutory
315 impasse resolution procedures.

316 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
317 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
318 existing work rules or the establishment of new work rules with the Union. They shall be

319 posted for a period of 10 calendar days before becoming effective.

320 8.3 Employees will be notified in writing (email included) of any change in work rules or
321 standard operating guidelines before being subject to discipline. Whenever possible, this
322 notice shall be provided 10 calendar days before the change is effective. The employer
323 and the Union agree that certain Standard Operating Guidelines (S.O.G.'s) involving
324 wages, hours and working conditions must be collectively bargained prior to
325 implementation.

326 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
327 firefighting, fire prevention, or rescue work or to the care and maintenance of firefighting
328 equipment and apparatus, or to the normal cleaning required to maintain the quarters
329 and the area.

330 ARTICLE 9
331 LEAVES OF ABSENCE

332 9.1 The employer may authorize special leaves of absence with or without pay for any period
333 or periods not to exceed 3 calendar months in any one calendar year for the following
334 purpose of training in subjects related to the work of department personnel and which
335 will benefit its employees and the City service.

336 9.2 The Fire Chief may authorize an employee to be absent without pay for personal reasons
337 for a period or periods not to exceed 10 working days in any one calendar year.

338 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant leaves
339 of absence with or without pay in excess of the limitations above for the purpose of
340 attending courses of training at a recognized college or university and for other purposes
341 that are deemed beneficial to the City service.

342 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
343 Leave Laws.

344 ARTICLE 10
345 VOTING TIME

346 10.1 An employee shall be granted time off in order to cast their vote in all primary and general
347 elections.

348 ARTICLE 11
349 MILITARY LEAVE

350 11.1 Personnel of the Fire Department who leave or have left the City service by request of the
351 Federal Government to enter active service in the Armed Forces of the United States and
352 return, shall be entitled to their departmental seniority and the rate of pay and position
353 they would have been entitled to had their service with the Fire Department not been
354 interrupted by service in the Armed Forces. Employees who are members of the National
355 Guard or military reserve shall be granted military leave for any extended tour of duty
356 requested by the federal government, and shall receive during such absence the wage

differential between the employee's regular City wages and military wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a result of such military service. Any employee who serves in the Military Reserve or National Guard will be released from duty to attend required training and will only have pay deducted for actual days released from the Department. This paragraph does not apply to an employee drafted into the military consequent to the institution of a federal draft system or to voluntary periods of active duty service. Seniority shall continue accumulation throughout the leave. There shall be no accumulation of paid time off benefits during the leave. Employees on said leave shall have the option to keep City health and dental benefits during the leave, the same as for active employees.

ARTICLE 12

JURY DUTY

- 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 13

FUNERAL LEAVE

13.1 Line Personnel

13.1.1 When there is a death in the immediate family of an employee (immediate family being defined as that of employee's spouse, parent, guardian, sister, brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law, or step parents) a maximum of two, 24-hour duty periods of leave will be granted with pay to such employee, if needed. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Travel time to and from the funeral may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

14.1 Line and Day Personnel

14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a working day for each full month of employment with no limit on accumulation. All day personnel shall accumulate assigned sick leave with pay at the rate of one working day per month with no limit on accumulation. Employees of the Fire Department shall continue to accumulate sick leave whenever listed on the payroll.

14.1.2 In order to be granted sick leave an employee must:

- a) Report the absence request prior to the start of the work day by way of staffing software or telephone. If the employee will not be available at the primary or secondary contact telephone number listed in the staffing software, the employee must contact the Battalion Chief by telephone to provide an alternate number at which they can be reached.

- b) Keep the Battalion Chief or the Assistant Chief informed of the employee's condition and the anticipated date of return to work.
- c) Be legitimately ill or attending to a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
 - i) For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, child, step child, foster child, guardian, or sibling.

14.1.3 All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.

14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the labor agreement. To avoid misuse, management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.

14.1.5 Employee's will be required to provide a physician's written confirmation of illness or injury and return to normal duty by a City-designated medical provider on the date of the illness or injury, at the City's expense, if the employee calls in sick the day prior to or the day after or between 2 or more scheduled days off. For the purposes of sick leave certification and approval a scheduled day will include vacation, holiday, shift-trade and FLSA day. Below is a table showing examples of when a physician's written confirmation will be required.

EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
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EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
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EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
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14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if the employee is injured or ill for more than 50 consecutive calendar days, but less than 6 calendar months, there will be no reduction from the employee's sick leave accumulation. In order to receive this benefit, the employee must have reached (95 days of sick leave for line personnel, 135 days of sick leave for day personnel) at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.

14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement, the employee's sick leave to a maximum allowable payout of 95 working days for line

personnel and with a 1.42 conversion factor for day personnel shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5 years of employment, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. However, when an employee reaches the age of 65 and the employee's spouse is still under the age of 65, the account can still be used by the spouse to pay health insurance premiums until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

100% for employees retiring under disability retirement

100% for employees retiring into the State Retirement System

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

14.2.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

14.2.3 Any funds remaining in the escrow account after the death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

14.2.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payout programs upon retirement sponsored by the City of Green Bay.

14.2.5 When death of a covered protective service employee occurs either before or after retirement, the estate shall receive the full amount of credit to the escrow account for health insurance purposes of accumulated sick leave not to exceed 95 working days in accordance with the above policy.

14.2.6 An employee who has retired or in case of the employee's death, the spouse has the right to leave the amount credited to the escrow account for "health insurance purposes" until the end of the calendar year in which the individual attains the

509 age of 63. At that time, they shall have to begin using the escrow account for
510 health insurance purposes.

511 ARTICLE 15
512 VACATIONS

513 15.1 Line Personnel

514 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
515 schedule. The vacation days listed are earned in that year. Vacation days shall be
516 credited on January 1 of each year. No employee shall receive a vacation until they
517 complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days
After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

518 15.1.2 Line Personnel Vacation Selection

- 519 a) The first round of vacation selection will take place within the first full 3 day
520 work cycle on each shift following the January posting. The second round of
521 vacation selection will take place during the second 3 day work cycle on each
522 shift, and the third round of vacation selection will take place during the third
523 3 day work cycle on each shift.
- 524 b) A maximum of 9 persons will be allowed on vacation on any given work day.
525 No more than 5 of those on vacation on any given day will be officers. The
526 above numbers do not include the Battalion Chief.
- 527 c) Openings created by transfers or promotions will be filled using the process
528 outlined in 15.1.2(k).
- 529 d) A maximum of 15 vacation days may be carried over from year to year for Line
530 Personnel, 30 days for Day Personnel.
- 531 e) An employee is deemed to be on vacation from the last day worked until the
532 next day the employee is scheduled to work. A refusal by an employee on
533 vacation shall not count as a turn for normal overtime call in. Special events
534 overtime is exempt from the above provisions. In an emergency, all personnel
535 are subject to recall.
- 536 f) During “non-prime time”, personnel may pick single days or blocks on a first
537 come/first serve basis. However, they may be bumped by personnel

- 538 exercising their seniority rights in the “first” and “second” rounds. Personnel
539 will be bumped on a last in, first out basis.
- 540 g) “Prime time” is defined for a shift as the first three day cycle that includes
541 Easter and is for the balance of the calendar year.
- 542 h) In the first round of vacation selection, a person may pick 3 or 6 consecutive
543 days by seniority.
- 544 i) In the second round of vacation selection, a person may pick the balance of
545 the current year’s accrued vacation by 3 consecutive duty day blocks by
546 seniority.
- 547 j) In the third round of vacation selection, a person may pick one or more duty
548 days by seniority. These days may be in succession or several different single
549 days.
- 550 k) Available Days.
- 551 i. Check to make sure that no one transferring onto the shift has a right
552 to those days by virtue of having previously drawn an overlapping block
553 on another shift.
- 554 ii. If days are still vacant after (i) above is completed, then said days shall
555 be on a first come/first serve basis.
- 556 l) Days vacated due to transfers will not be filled.

557 15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days
After 18 years	28 days
After 19 years	30 days

558 15.3 General

559 15.3.1 Preference in vacation time shall be in order of department seniority; however,
560 the vacation schedule may be amended by department’s needs caused by an
561 emergency or related nature.

562 15.3.2 A line employee cannot carry over more than 15 vacation days and staff personnel
563 employees cannot carry over more than 30 vacation days at the end of the
564 calendar year. Employees will be allowed to carry over in excess of the maximum
565 accumulation of vacation days subject to the following:

566 a) The employee had appropriately scheduled and received approval for the
567 vacation usage.

568 b) The employee was unable to use the vacation as scheduled due to:

- 569 i. An employee injured in the line of duty for which the employee
570 received temporary total disability (TTD) benefits through Worker's
571 Compensation or as a result of a duty-incurred heart or respiratory
572 impairment covered under the State's Presumptive Law.
- 573 ii. The vacation day usage was cancelled by the City.
- 574 iii. A change in shift results in vacation days originally scheduled as full
575 days of vacation falling on FLSA days.
- 576 c) The employee is unable to reschedule any subsequent days off as vacation
577 after learning of the inability to use the scheduled days as vacation due to the
578 limits placed on the number of employees who can have off on each shift on
579 any given day by the Fire Chief.
- 580 d) The employee is limited to the number of days that can be carried over in
581 excess of the stated maximum accumulation to those days lost to the above-
582 stated reasons.
- 583 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)
584 becomes significantly ill or injured (i.e. incapacitated) while the employee is on
585 vacation, sick leave may be substituted for the vacation days, provided there is
586 written confirmation of such illness or injury from a qualified medical provider.
- 587 15.3.4 On separation from the City, the employee shall be paid in cash for their
588 accumulation of vacation credits.
- 589 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
590 accumulation shall be divided by 12-months and multiplied by the number of
591 complete months worked.

592 ARTICLE 16
593 PERSONAL LEAVE

- 594 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must
595 be used during the calendar year earned. They may not be accumulated. The number of
596 personal leave days shall be prorated for new full-time employees in the initial year of
597 employment and for employees in their final year of employment unless employment is
598 terminated by acceptance to the State Retirement System, disability or death. Employees
599 shall bid personal leave days into the vacation schedule at the time of the annual bidding
600 for vacation. The first 3-days of scheduled leave taken in a calendar year by members of
601 Local 141, shall be automatically deducted as personal leave days from each member's
602 respective leave account by Fire Department administration.
- 603 16.2 New full time employees who are not allowed to utilize personal leave days during their
604 first calendar year of employment will be allowed to carry those days over into their
605 second year of employment. All such personal leave days carried over, plus any personal
606 leave days accrued during the second calendar year of employment, must be utilized by
607 the end of the second calendar year of employment.

ARTICLE 17
HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

17.1.3 Overtime worked beyond an average of 53-hours under the modified California Plan will be compensated at the rate of 1½-times the regular hourly rate for line personnel pursuant to the final FLSA regulations.

a) For overtime computation, holidays, vacation time, sick leave and funeral leave shall be considered as time worked.

17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be considered as individual/separate groups for the purposes of overtime.

17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours for any call-in time from regular off-duty time with the following exceptions.

a) Classes, training, physical exams and other non-fire suppression work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.

b) Employees called in to be interviewed in possible cases of employee discipline will be paid for actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.

17.1.6 When persons are offered and accept overtime through the normal rotation process they will serve in the specific position for which they were called.

17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours of work when they are able to secure another employee to work in their place provided:

a) Such substitution does not impose any additional costs on the City.

b) The officer in charge of the house is notified.

c) The Battalion Chief in charge of the platoon is notified as soon as possible by the officer in charge of the house on the same platoon.

d) Neither the Fire Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to the employee's position with the City.

e) The trade is made one rank above to one rank below the trader's rank. The person accepting the trade must be able to do the normally assigned job of

the person for whom they are working. Paramedics shall be allowed to trade with non-paramedics so long as there is no cost to the City. Also, once a trade has been approved by management it cannot be cancelled by management.

- f) Once approved, a trade shall be deemed to change the regular schedule of the individuals involved in the trade for all purposes except application of the Fair Labor Standards Act. The individual who will be working the trade shall be responsible for reporting the trade to the Battalion Chief. (i.e., staffing software) and shall be responsible for reporting to work on the day traded and be subject to all department regulations and terms of the contract.

17.1.8 Employees called to testify in court proceedings on incidents arising from work as a member of the City of Green Bay Fire Department shall be paid a minimum of 4-hours pay for such court appearance. To be eligible for such pay, employees ordered into court shall immediately notify the Chief's office. Determination of job relatedness shall be made at the time of such notification. It is understood that such court pay is generally in addition to the normal work week and shall be paid at the rate determined for such performance. If pay for such appearance is made by a party other than the employer, said pay shall be returned to the City of Green Bay.

17.2 Day Personnel

17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-hours.

17.2.2 Definition of a car allowance: The previous policy established by the City of Green Bay which is now in effect for members of this bargaining unit is reaffirmed. "Car Allowance will be paid to the Training Captain and EMS Captain." Their allowance will be based on the current City mileage reimbursement schedule.

17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-hours for any call-in from regular off-duty time with the following exceptions:

- a) Classes, training, physical examinations and other non-fire related work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.
- b) Employees called in to be interviewed in possible cases of employee discipline will be paid for the actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.
- c) It is understood that to receive the minimum 4-hours call-in, the City has the right to amend the employee's normal work-day schedule to utilize those personnel for the total 4-hours. However, employees may accept the actual overtime hours worked in lieu of the minimum call-in and thus not have their normal schedule altered.

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ARTICLE 18
HOLIDAYS

18.1 Line and Shift Personnel

- 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable parity unit in each year. However, these holidays will not be taken and a sum equal to 100% of each employee’s monthly payment which includes shift differential, EMS pay and longevity shall be given to each employee in lieu of the normal times off on a holiday.
- a) Day personnel (lieutenants and captains in the Fire Marshal’s Office and Training Division) shall receive a day off with pay on the following holidays or agreed upon alternate designated holidays: New Year’s Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel will also receive an additional 8-hours of holiday pay at the straight time rate to be paid in the pay period that each holiday occurs.
 - b) Line holiday pay shall be paid by separate equal checks on the first non-payday Friday in May and November of each year.
 - c) Employees first employed during the calendar year and employees terminating employment during the calendar year shall receive holiday pay on a pro rata basis for the actual time employed.

ARTICLE 19
RATES OF PAY

- 19.1 The pay of employees of the Fire Department occupying classified positions, shall be based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and are based on full-time employment.
- 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour shift, the employee shall receive out of grade pay for the actual hours worked in that classification. When working out of grade as a battalion chief, the employee will receive pay for such time at a rate which is 5% above the employee’s hourly base rate. Out of grade documentation shall be maintained by the House Captain.
- 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade except in emergency situations of a temporary nature. Such employees shall have the ability to void such waiver but shall not be eligible for promotion until 12 months after the waiver is nullified.
- 19.4 Members will be compensated for work on specific committees and at a specific wage rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A Memorandum of Agreement regarding the same is attached and incorporated by reference as Exhibit A.

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ARTICLE 20
SHIFT DIFFERENTIAL

- 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.

ARTICLE 21
CLOTHING ALLOWANCE

- 21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an account known as “Clothing Allowance.” Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020
- 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.
- 21.3 Members shall be paid \$450 per annum on November 1 and may use the funds to purchase uniform clothing. Effective January 1, 2022, the members shall receive \$500 per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.
- 21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty.
- 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glasses will be in “regular frames” i.e. W.O.S.).
- 21.5.1 The City will replace or repair required prescription safety glasses which are lost, broken, or damaged on the job.
- 21.5.2 Employees who are not required to wear safety glasses may purchase them through the City.

ARTICLE 22
LONGEVITY

- 22.1 \$10 per month at the first pay period following the anniversary marking the beginning of the 8th year of service.
- 22.2 An additional \$10 per month at the first pay period of the 12th year of service.
- 22.3 An additional \$10 per month at the first pay period following the anniversary marking the beginning of the 16th year of service.
- 22.4 Maximum longevity payment is \$30 per month.

762 ARTICLE 23
763 PENSION

764 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
765 amount equal to that paid by general municipal employees.

766 ARTICLE 24
767 EMERGENCY MEDICAL SERVICE

768 24.1 Compensation

769 24.1.1 EMS-Certified personnel shall be compensated according to the following
770 schedule:

- 771 • EMT 2.75% of top Fire Fighter Rate
- 772 • EMT-P 4.25% of top Fire Fighter Rate

773 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
774 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
775 Skills Retention" is subject to negotiation per Article 8.

776 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
777 equivalent to 6% of the top firefighter rate per day to those employees who
778 actually serve on the ambulance. The ride pay calculation is:

- 779 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
780 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
- 781 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
782 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*
783 (pay/106x24x6%/24).

784 24.2 EMS Staffing

785 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
786 the understanding of the parties that the Chief determines the needs of the
787 department as well as the qualifications necessary to fill those needs.
788 Management must, however, follow contractual seniority provisions with respect
789 to promotion, transfer or assignment to positions.

790 24.2.2 All personnel assigned to squads must have at least EMT certification.

791 24.2.3 Both parties to this working agreement agree that total fire department seniority,
792 as qualified, will be the primary determinant of all assignments, and that therefore
793 paramedic assignments will not inhibit return to line assignments as seniority
794 warrants.

795 ARTICLE 25
796 DUTY INCURRED DISABILITY AND PENSION BENEFITS

797 25.1 Fire Service

798 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not to

799 exceed 180 calendar days. At the end of the 180 calendar day period, if more time
800 is needed, a request to the Personnel Committee shall be made and the Personnel
801 Committee may grant additional time as they deem necessary.

802 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
803 disease shall receive full pay while disabled not to exceed 180 calendar days. At
804 the end of the 180 calendar day period, if more time is needed, a request to the
805 Personnel Committee shall be made and the Personnel Committee may grant
806 additional time as they deem necessary.

807 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
808 shall be figured from an employee's base salary and the following fringe benefits
809 – longevity, clothing allowance, holiday pay, City's contribution to employee's and
810 family's plan of health insurance.

811 25.1.4 Employee's survivors shall receive a pension payment from the City whether
812 employee is actively employed or on pension equal to $\frac{1}{3}$ of the employee's base
813 salary and the following fringe benefits – longevity, clothing allowance, holiday
814 pay, City's contribution to employee's life insurance, and City's contribution to
815 employee's and family's plan of health insurance. There shall be an additional
816 payment of \$15 per month for each of the employee's children under the age of
817 18. This is to clarify Section 66.191 or applicable state or federal law.

818 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
819 to their death along with vacation and holiday pay earned.

820 ARTICLE 26
821 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

822 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with
823 the annual physical which is required of each firefighter. Employees will pay 12.5% with
824 a 1.25% add on if spouse does not participate in the HRA for health care insurance benefit
825 and the City will pay the remaining premium. The spouse add on will not apply if the City
826 discontinues the HRA program.

827 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
828 dental insurance benefits.

829 ARTICLE 27
830 LIFE INSURANCE

831 27.1 The City will provide and carry, at no cost to the employee, life insurance for each fulltime
832 firefighter in an amount equal to the employee's base salary. Employees shall have the
833 option to purchase supplemental life insurance for self, spouse and eligible dependent(s).
834 Employees will pay all premium costs for the optional supplemental life insurance through
835 payroll deduction.

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ARTICLE 28
EDUCATION CREDITS

- 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below, upon successful completion of approved Fire Science courses. The student must attain a grade of “C” or higher to qualify for reimbursement. Approved Fire Service courses are defined as courses required for a degree (associate, bachelor or masters in Fire Science).
- 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be set at a maximum of \$50 per course provided that upon book reimbursement the book is donated to the Fire Department library. The maximum reimbursement for any employee in a calendar year is \$1,200.
- 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes courses which would not qualify in this section if the Chief deems the course to be of sufficient benefit to the City. Credit approval must be obtained in advance of course attendance.

ARTICLE 29
LIABILITY AND ACCIDENT INSURANCE

- 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property which arises from the operation of a City vehicle.
- 29.2 The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing their duties.

ARTICLE 30
SAVING CLAUSE

- 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be inoperative, void, or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 31
AMENDMENT PROVISION

- 31.1 This agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the union where mutually agreeable. 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 its terms and conditions.

ARTICLE 32
FIRE MARSHAL OFFICE

- 32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee.

876 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
877 approved, the employee must remain on the job until a qualified replacement is trained
878 and ready to assume the duties of the position.32.3Fire Marshal Office members are to
879 receive vacation on the Day Personnel vacation schedule according to Article 15, Schedule
880 B of this agreement.

881 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

882 32.5 All Fire Marshal Office members will participate in the on-call fire investigation coverage
883 system. The on-call schedule will include each Fire Marshal Office member being assigned
884 for 7-days, starting Monday at 8:00am through the following Monday at 8:00am. Each on-
885 call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-Blue). Each Fire
886 Marshal Office member will be assigned to one of the four codes and be assigned that
887 code for on-call purposes during their tenure in the Fire Marshal Office.

888 32.6 To prevent Fire Marshal Office members from having the same week of on-call every year,
889 the normal rotation will be suspended during the on-call week of each year that includes
890 Easter. At that time the rotation will be offered on a seniority basis, by code, and if
891 necessary filled by inverse seniority. The rotation will then resume based on the
892 employee's code.

893 32.7 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
894 assigned to a code group. Each of these holidays will have a 4-day block of on-call
895 surrounding the holiday. On-call personnel will receive double on-call pay during these 4-
896 holiday blocks. They will not receive double on-call pay for other listed holidays.

897 32.8 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
898 Officer.

899 32.9 The Fire Marshal Office member on-call must be available to respond to the fire scene
900 when requested within an hour, unless there are extenuating circumstances as
901 determined by the Chief.

902 32.10 The Fire Marshal Office member will work normal day hours while on call except for
903 contractual Holidays.

904 32.11 A Fire Marshall Office member may be able to flex his or her hours of work in accordance
905 with the Memorandum of Understanding attached and incorporated by reference as
906 Exhibit B.

907 32.12 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
908 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
909 scheduled work hours. When called in to investigate a fire the Fire Marshal Office member
910 will receive their regular rate of pay and will not simultaneously receive regular and on-
911 call pay. Hours worked in excess of the Fire Marshal Office member's workday approved
912 by the Chief or designee will be compensated at 1-½ times the regular rate. The on-call
913 Fire Marshal Office member may receive phone calls from the on-duty Battalion Chief
914 seeking guidance or clarification on an incident. These phone inquiries will be considered
915 as compensated by the on-call pay stipend.

916 32.13 During periods of work when not on-call, Fire Marshal Office members will be able to
917 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
918 allowed off on vacation in a work week. Vacation selection shall be as follows:

919 → First round selection shall occur the second Monday in the month of January. Picks
920 shall occur by division seniority. During first round picks up to 3-weeks may be
921 selected, all picks must be full weeks. Full week blocks may not be removed once
922 selected.

923 → Second round selection shall occur the third Monday in the month of January. Up to
924 10-individual days may be selected

925 → Third round selection shall occur the fourth Monday in the month of January. Any
926 remaining days available may be selected.

927 → Any open vacation days left after vacation picks may be selected on a first come first
928 served basis.

929 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
930 Marshal Office member's on call schedule

931 32.14 The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
932 overtime during the time they are on-call.

933 32.15 As approved by the Chief, the Fire Marshal Office member investigating the fire scene
934 may be approved to use a reasonable amount of overtime to complete the fire report.

935 32.16 Any long term opening (i.e., medical) on the on-call fire investigation schedule will first be
936 offered to Fire Marshal division personnel. If unable to fill the open on-call block it will
937 then be offered to in-line firefighters who have fire investigation training by seniority. Any
938 in-line fighter who assumes the on-call block of the long term opening will receive the on-
939 call pay.

940 32.17 Each Fire Marshal Office member will be entitled to change their hours of on-call when
941 they can secure another Fire Marshal Office member or in-line firefighter with fire
942 investigation training to be on-call with prior approval of the Fire Marshal Captain and
943 Fire Chief provided that:

944 → Such substitution does not impose any additional cost to the City.

945 → Substituting employee would receive pay for on-call hours worked per the
946 Department's staffing software. Fire Chief, Fire Marshal Captain, and on-duty
947 Battalion Chief will be notified in writing of change in on-call hours.

948 → Neither the City, nor the Fire Department is responsible for enforcing any agreement
949 made between employees. It is understood an employee's first responsibility is to the
950 employee's position with the City and the Department.

951 32.18 Officers in the Fire Marshals office having IAAI-Fit (International Association of Arson
952 Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection,
953 Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3
954 daily rate of line personnel. Officer in the position of Lt. PIO having NFA Youth Fire Seaters

955 Certification and CPS (Child Passenger Safety Certification) shall receive compensation
956 equal to 24.1.3 daily rate of line personnel.

957 ARTICLE 33
958 MISCELLANEOUS

959 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
960 would result in the City paying members of the Bargaining Unit overtime pay for the
961 normal work week or day as set forth in this agreement, the work week and day as set
962 shall be renegotiable.

963 33.2 To provide the Fire personnel needed at special events (including without limitation by
964 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
965 administration. This list shall ask for volunteers to work the event. Those who volunteer
966 will be called out by seniority with qualifications. "Special events" shall include Packers
967 football games; payment for the Packers football games shall be at the double time (2x)
968 rate.

969 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct
970 employees to work at the events inversely by seniority as qualified. A further
971 stipulation shall apply as regards the calling to work of non-volunteers by inverse
972 seniority as qualified and that shall be: As an employee is ordered to work because
973 of their position in seniority shall after such work be eliminated from the eligibility
974 list or directed call-in at subsequent events in that calendar year. However both
975 parties understand that the major determinant of call-in is departmental need at
976 the events and notwithstanding the waiver given above regarding a person who
977 has already worked a game by non-volunteer call-in, that person can be called in
978 again if no qualified person is available.

979 33.3 The employer and Union agree that the recent transfer of the City Health Department to
980 Brown County will not impact our delivery of occupational health services to members of
981 Local 141. The individuals or agencies providing those services may change, but the City
982 agrees that those changes will have no impact on the health and safety of members of
983 Local 141.

984 33.4 It is agreed and understood that the City's third party administrator for health and dental
985 insurance has drafted a new booklet to address recent changes in the insurance industry.
986 This memorandum will serve as the City's guarantee that the level of benefits enjoyed by
987 members of Local 141 has not changed as a result of the TPA's amendment. The only
988 coverage changes in the booklet will be those that have been negotiated and agreed
989 upon.

990 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a superior
991 officer of the Fire Department, are under no duty to take action when faced with an
992 emergency. Any employee, while on duty, may however, respond to an emergency as a
993 private individual. While on duty, the authority granted in Section 213.095, Wis. Stats.
994 shall apply as provided therein. Employees who have the opportunity to respond to an
995 emergency while off duty, and who don't, will not be held accountable for such decision

and, therefore, there can be no discipline for such decision and inaction.

ARTICLE 34 DRUG TESTING

34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice of the provisions for the department drug testing program.

34.2 Discussion. It is the policy of this department that the critical mission of the fire service justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The fire fighting profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and thus job performance.

Where fire service officers participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire fighting profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

34.3 Definitions

34.3.1 Sworn Employee – Those employees who have been formally vested with full fire service powers and authority.

34.3.2 Drug Test – The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

34.3.4 Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a sworn employee.

34.4 Procedures

34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

a) No employee shall illegally possess any controlled substance.

b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.

- 1034 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1035 substance shall immediately report the incident to their Battalion Chief so that
1036 appropriate medical steps may be taken to ensure the employee's health and
1037 safety.
- 1038 d) Any employee, having a reasonable basis to believe that another employee is
1039 illegally using, or is in possession of any controlled substance, shall
1040 immediately report the facts and circumstances to the Battalion Chief on the
1041 shift. Training shall be provided on identification and handling of such
1042 situations.
- 1043 e) Discipline of sworn employees for violation of this policy shall be in accordance
1044 with the due process rights provided in the department's discipline and
1045 grievance procedures.

1046 34.4.2 Probationary Employee Drug Testing

- 1047 a) All probationary employees shall be required, as a condition of employment,
1048 to participate in unannounced drug tests prior to the completion of the
1049 probationary period. The frequency and timing of such testing shall be
1050 determined by the Chief or designee, and shall not exceed two tests during
1051 the probationary period.

1052 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as a
1053 condition of continued employment in order to ascertain prohibited drug use as
1054 provided below:

- 1055 a) All sworn employees shall be required to submit to a drug test prior to January
1056 1, 1993, provided they are notified of such test at least 30 days in advance.
1057 Employees receiving inpatient treatment for a dependency problem at the
1058 time of the mass testing shall not be tested.
- 1059 b) A non-union supervisor may order an employee to take a drug test upon
1060 documented reasonable suspicion that the employee is or has been using
1061 drugs. A summary of the facts supporting the order shall be made available to
1062 the employee prior to the actual test.
- 1063 c) A drug test will be administered as part of all promotional procedures. Any
1064 member who refuses to submit to this form of testing for judgment, fitness,
1065 and readiness for duty, shall be immediately removed from their special
1066 assignments.
- 1067 d) Any sworn employee of this department who is directly involved in a serious
1068 fire incident shall be required by a non-union supervisor to participate in a
1069 drug screening test immediately following the event, or as soon as the tactical
1070 situation allows. A serious incident is defined as a fire vehicle accident in which
1071 serious injury is sustained by any involved employee or citizen requiring
1072 immediate medical attention by hospital personnel. If it is clearly evident that
1073 the employee is not at fault in the accident, no drug test will be required. A
1074 directly involved employee is one who is the driver of the fire vehicle.

- 1075 e) Any employee who in the carrying on of their duties, ingests, either directly or
1076 indirectly, any drug or narcotic substance, is required to document, as soon as
1077 possible thereafter such contact. Documentation should occur in writing
1078 explaining all circumstances, and the employee's supervisor should be notified
1079 as soon as possible. Drug tests will be administered and no disciplinary action
1080 will be taken if the tests are positive and the employee can prove that
1081 ingestion was involuntary.
- 1082 f) Beginning in 1993, the department shall randomly test members of the
1083 bargaining unit. Such test shall occur once per year per shift with no
1084 announcement of time or date. The method for random selection shall be
1085 such that each member of the bargaining unit has an equal chance of being
1086 selected. No one shall be tested randomly more than twice every 5 years.
1087 Every employee in the department shall be tested at least once every 5 years.
1088 This shall not apply to causes for testing provided elsewhere in this article.

1089 **34.4.4 Drug Testing Procedures**

- 1090 a) The testing procedures and safeguards provided in this policy to ensure the
1091 integrity of department drug testing shall be adhered to by any personnel
1092 administering drug tests.
- 1093 b) Personnel authorized to administer drug tests shall require positive
1094 identification from each employee to be tested before they enter the testing
1095 area. This shall consist of picture ID that is government or employer issued.
- 1096 c) All employees whose urinalysis is not negative shall have a post-test interview
1097 with qualified medical personnel to ascertain and document the recent use of
1098 any prescription or non-prescription drugs, or any indirect exposure to drugs
1099 that may result in a positive test result.
- 1100 d) The bathroom facility of the testing area shall be private and secure.
- 1101 i. Authorized testing personnel shall search the facility before an employee
1102 enters it to produce a urine sample, and document that it is free of any
1103 foreign substances.
- 1104 e) Where the employee appears unable or unwilling to give a specimen at the
1105 time of the test, testing personnel shall document the circumstances on the
1106 drug test report form. The employee shall be permitted no more than 3 hours
1107 to give a sample; during which the employee shall remain in the testing area.
1108 If the employee leaves the area, it is considered a refusal to test. Up to and
1109 not exceeding 40 ounces of water may be given to the employee to encourage
1110 urination. Failure to submit a sample shall not be considered a refusal to
1111 submit to a drug test until the individual has been examined by a doctor to
1112 determine if the individual has a pre-existing medical condition which would
1113 prohibit the donor from supplying the specimen.
- 1114 f) Employees shall have the right to request that their sample be split and stored
1115 in case of legal disputes. The urine samples must be provided at the same
1116 time, and marked and placed in identical specimen containers by authorized

1117 testing personnel. One sample shall be submitted for immediate drug testing.
1118 The other sample shall remain at the facility in frozen storage for one year.
1119 This sample shall be made available to the employee or their attorney should
1120 the original sample result in a legal dispute or the chain of custody be broken.

1121 g) Specimen samples shall be sealed in the presence of the participants, labeled,
1122 and checked against the identity of the employee to ensure the results match
1123 the tested specimen. All collections are handled forensically, which means
1124 they are labeled, double-sealed, double-checked for accuracy and
1125 completeness, stored in a secure, locked refrigerator until testing, and
1126 accompanied by a forensic chain-of-custody.

1127 h) Whenever there is a reason to believe that the employee may have altered or
1128 substituted the specimen to be provided, a second specimen shall be obtained
1129 immediately under direct supervision of the testing personnel.

1130 34.4.5 Drug Testing Methodology

1131 a) The testing or processing phase shall consist of a two-step procedure:
1132 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
1133 the same initial screening test.)

1134 ii. Confirmation test (GCMS)

1135 b) The urine sample is first tested using the initial drug screening procedure. An
1136 initial positive test result will not be considered conclusive; rather, it will be
1137 classified as “confirmation pending.” Notification of test results to the Chief
1138 shall be held until the confirmation test results are obtained.

1139 c) A specimen testing positive will undergo an additional confirmatory test. The
1140 confirmation procedure shall be technologically different and more sensitive
1141 than the initial screening test. No positive results will be reported to
1142 management until all confirming tests have been conducted and the medical
1143 interview with the Medical Review Officer (MRO) has been completed. This
1144 shall include a six mono acetyl morphine test when codeine is detected in the
1145 GCMS test.

1146 d) The drug screening tests selected shall be capable of identifying marijuana,
1147 cocaine and every major drug of abuse including heroin, amphetamines and
1148 barbiturates. Personnel utilized for testing will be certified as qualified to
1149 collect urine samples or adequately trained in collection procedures.

1150 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
1151 purposes of determining which substances will be tested for under this Article
1152 as well as the levels which will constitute a positive test.

1153 f) The laboratory selected to conduct the analysis shall be experienced and
1154 capable of quality control, documentation, chain-of-custody, technical
1155 expertise, and demonstrated proficiency in urinalysis.

1156 g) Employees having a negative drug test result shall receive memorandum
1157 stating that no illegal drugs were found. If the employee requests such, a copy

1158 of the letter will be placed in the employee's personnel file
1159 h) Any employee who breaches the confidentiality of testing information shall be
1160 subject to discipline.

1161 34.4.6 Chain of Evidence - Storage

- 1162 a) Each step in the collecting and processing of the urine specimens shall be
1163 documented to establish procedural integrity and the chain-of-custody.
1164 b) Where a positive result is confirmed, urine specimens shall be maintained in
1165 secured, refrigerated storage for one year.

1166 34.4.7 Drug Test Results

- 1167 a) All records pertaining to department-required drug tests shall remain
1168 confidential and shall not be provided to other employees or agencies without
1169 the written permission of the person whose records are sought.
1170 b) Drug test results and records shall be sealed and retained in the employee's
1171 personnel file for an indefinite period. Only the employee, the Chief and the
1172 Human Resources Director shall be allowed to open such sealed records.

1173 34.5 Actions Taken/Positive Result.

1174 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1175 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1176 individual's employment shall be terminated. If the test is determined to be
1177 inconclusive, then the City shall not have just cause for termination.

- 1178 a) The exception shall be forced use as defined in 34.4.1(c).
1179 b) If an employee tests positive for a drug which was legally prescribed and led
1180 to their addiction to that drug then the employee shall be given an opportunity
1181 to rehabilitate according to paragraph 34.5.2.

1182 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline and
1183 referred to the Employee Assistance Program.

- 1184 a) The employee shall be subject to mandatory random testing for a period of
1185 two years.
1186 b) The Employee Assistance Program shall not be a substitute for disciplinary
1187 action if other rules and regulations have been violated or crimes committed.
1188 c) A second positive test for marijuana shall be grounds for termination.
1189 However, employees who test negative for two years after rehabilitation will
1190 not be dismissed if their second positive test for marijuana occurs more than
1191 ten years after the last positive test. In that case the employee will be afforded
1192 rehabilitation one more time.

1193 34.5.3 A positive test shall be defined as a confirmation test which establishes
1194 conclusively that the employee has ingested one of the drugs in question.

1195 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1196 policy shall be terminated from employment as a fire service employee.

1197 ARTICLE 35
1198 RESIDENCY

1199 35.1 All employees will be required to maintain residency within Brown County, counties
1200 which are contiguous to Brown County, or Southern Door County. Appropriate response
1201 time requirements may be established by the Fire Chief in consultation with the Human
1202 Resources Director.

1203 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1204 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1205 through appropriate communication means. In these or any other emergent situation,
1206 members shall be called without regard to the normal overtime calling procedures.

1207 ARTICLE 36
1208 DURATION AND NEGOTIATION TIME TABLE

1209 36.1 This agreement shall become effective as of January 1, 2020 and remain in force and
1210 effect to and including December 31, 2023 and shall renew itself for additional one year
1211 periods until and unless either party, prior to July 1, before the expiration of this
1212 agreement and the expiration of any of its renewal dates, notify the other party in writing
1213 that it desires to alter or amend the same at the end of the contract.

1214 36.2 Negotiations may begin at any time prior to July 1.

1215 Signed and dated this _____ day _____ of _____.

1216 CITY OF GREEN BAY GREEN BAY FIRE FIGHTERS, LOCL 141

1217 _____
1218 Eric Genrich, Mayor Ryan Hintz, President

1219 _____
1220 David Litton, Fire Chief Bernie Carwardine, Vice President

1221 _____
1222 Joseph W. Faulds, Human Resources Director Todd Madson, Secretary/Treasurer

1223 Attest:

1224 _____
1225 Kris Teske, City Clerk

1226

1227

SCHEDULE "A"
WAGES

Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of the pay period in which the effective date occurs.

POSITION	January 1, 2020 Shift Pay Increase	December 31, 2020 2%	July 1, 2021 2%
New Hire	\$2,199.25	\$2,243.24	\$2,288.10
After 18-Months	\$2,376.98	\$2,424.52	\$2,473.01
Private (After 3-years' service)	\$2,554.70	\$2,605.79	\$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$2,623.98	\$2,676.46	\$2,729.99
Engineer (less than 11 years' service)	\$2,718.30	\$2,772.67	\$2,828.12
Engineer (after 11 years' service)	\$2,749.30	\$2,804.29	\$2,860.38
Lieutenant (less than 17 years' service)	\$2,893.70	\$2,951.57	\$3,010.60
Lieutenant (after 17 years' service)	\$2,940.88	\$2,999.70	\$3,059.69
Captain	\$3,145.97	\$3,208.89	\$3,273.07
EMT	\$72.16	\$73.60	\$75.07
Paramedic	\$111.52	\$113.75	\$116.02

POSITION	July 1, 2022 2%	July 1, 2023 2%
New Hire	\$2,333.86	\$2,380.54
After 18-Months	\$2,522.47	\$2,572.92
Private (After 3-years' service)	\$2,711.07	\$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$2,784.59	\$2,840.28
Engineer (less than 11 years' service)	\$2,884.68	\$2,942.37
Engineer (after 11 years' service)	\$2,917.59	\$2,975.94
Lieutenant (less than 17 years' service)	\$3,070.81	\$3,132.23
Lieutenant (after 17 years' service)	\$3,120.88	\$3,183.30
Captain	\$3,338.53	\$3,405.30
EMT	\$76.58	\$78.11
Paramedic	\$116.82	\$120.71

- 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls Office having the required certifications outlined in 32.17 will be paid the daily rate per 24.1.3 for each scheduled duty day in addition to their regular pay. The scheduled duty days per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

Example for 1/1/20: Top fire fighter bi-weekly rate $\$2,623.98/106 \times 24 \times 6\%/24 = \1.4853 . SCBA pay = (122 duty days x 24 hours per day) x \$1.4583) divided by 26 pay periods) = \$167.28 bi-weekly rate.

- 2) Management shall exercise its discretion in starting new employees above step 1.
- 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of service, provided they have successfully completed Wisconsin Certified Driver/Operator Pumper and Aerial and has Wisconsin EMT certification.
- 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.
- 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-years, then the employee shall receive 75% of the difference between Private with 6-years of service

1251 and Engineer with 11-years of service. The employee must take a promotion whenever
1252 available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer
1253 must maintain EMS certification; failure to do so will result in the employee being returned
1254 to the Private after 6 years of service rate.

1255 6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-
1256 years of service, provided they have successfully completed Wisconsin Certified Fire Officer I
1257 and has Wisconsin EMT certification.

1258 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant
1259 prior to having 17-years of service, then the employee shall be paid 75% of the difference
1260 between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The
1261 employee must take the promotion to Lieutenant whenever available; otherwise the
1262 employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must
1263 maintain EMS certification; failure to do so will result in the employee being returned to the
1264 Private after 6-years of service rate.

1265 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution
1266 of the employee's designation. Holiday paychecks may be direct deposited at the discretion
1267 of the employee.

1268 9) In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to
1269 the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.



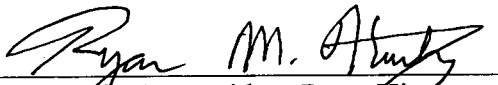
Green Bay Fire Fighters Local 141

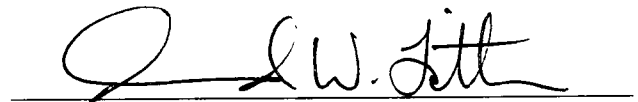
Representing Green Bay Metro, De Pere, Bellevue, and Austin Straubel Inter. Airport

5/9/2019

Memorandum of Agreement

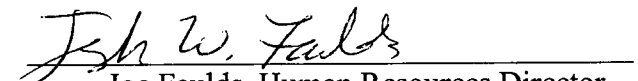
Whereas committees are created to assist the department in researching and testing certain equipment and apparatus before purchasing, the City of Green Bay and I.A.F.F. Local 141 recognize the importance of compensating members for the work performed on committees. The work performed on these committee's is not work normally performed by the employees. In accordance with Fair Labor Standard Act (FLSA) Section (29 U.S.C. 207(g)), Local 141 agrees with the City of Green Bay to create a compensation scale for any members only serving on the following committees: Apparatus Spec, Equipment/Extrication, and SCBA. These rates will only be used to compensate for committee work, and all other pay rates will stay as is. The rate will be the hourly rate of the employees' position, paid out at the Paramedic Pay Rate (Private 6+, Engineer 11+, Lieutenant 17+, Captain) plus the hourly SCBA Pay according to Article 24.1.3 of the L141 Contract. Committee selection will continue to be chosen based on seniority and qualifications.


Local 141 President Ryan Hintz


Fire Chief David Litton

5/13/19
Date

5/10/19
Date


Joe Faulds, Human Resources Director

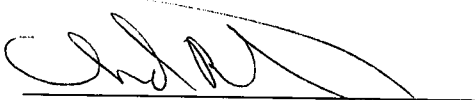
5/10/19
Date

Flex Schedule MOU

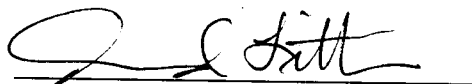
It is understood that the flex schedule for the positions of the Fire Marshals, training, and prevention is in place to provide a mutual benefit to the employee and the employer. At times the flex schedule may not be approved due to the needs of the Green Bay Metro Fire Department however, in many cases the flex schedules will allow the employee to have flexibility throughout the 37.75 hour workweek.

Rules for Flex Schedule

1. The hours of the flex schedule shall be flexed only between the hours of 0700 and 1900 Monday thru Friday.
 - a. Once the schedule has been approved for the week any hours that may occur due to a fire investigation shall be considered overtime.
 - b. Any time outside these hours shall be overtime hours for the purposes of payroll.
2. In some cases (example: fire prevention week) the employee may go over the 37.75 hours and have the choice to flex those hours in the two week pay period or receive preapproved overtime pay.
3. The employee shall submit their flex schedule to the Fire Chief or designee by the Tuesday prior to the upcoming week to be worked.
4. The Fire Chief or designee shall review the schedule and approve or deny the request of the schedule by the end of the workday on the Thursday of the week submitted. If the Chief or designee does not reply by the end of the day on Thursday the submitted schedule shall be approved.
5. If the employee does not submit a flex schedule by the end of the work day on Tuesday the employee's schedule shall be 0800 – 0400 with a 30 minute unpaid lunch.



Chad Bronkhorst President Local 141



Chief David Litton Fire Chief

Date: February 4, 2016

**Tentative Agreement
December 10, 2019**

City of Green Bay, Wisconsin
And
City of Green Bay Fire Fighters, Local 141,
International Association of Fire Fighters,
AFL CIO

2020-2023 Agreement

On November 20, 2019 the City and the Firefighters' Union entered into a tentative agreement for a four year contract that will expire on December 31, 2023. The tentative agreement is recommended for approval by City Council and the fully executed agreement will be subject to Union ratification on December 31, 2019. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase (including step increases): 2% - Effective with start of pay period in which December 31, 2020 occurs. 2% - Effective with start of pay period in which July 1, 2021 occurs. 2% - Effective with start of pay period in which July 1, 2022 occurs. 2% - Effective with start of pay period in which July 1, 2023 occurs.	\$ 78,457 \$ 430,541 \$ 361,827 <u>\$ 345,418</u> \$ 1,216,243
Shift Differential: - Line and Shift Personnel used to receive a shift premium. This has been removed and a one-time addition of \$15.77 biweekly is added to the base pay starting in 2020. Clothing Allowance: No longer mandatory to be used for uniforms and is subject to tax and WRS eligible. 2020: Increased from \$410 to \$450. Estimated cost: - Starting 2022 will be \$500. Estimated cost:	\$ 75,440 \$ 8,000 \$ 10,000
Fire Marshalls Division: Receive 24.1.3 daily rate of line personnel for international Association of Arson Investigators Fire Investigation Technician Certification, Wisconsin Fire Detection, Prevention & Suppression Inspectors License, and Child Passenger Safety Certification	
Amended language: Article 7: One certified paramedic at any station where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that a paramedic is available to provide life support in advance of the ALS	

ambulance arrival. • Article 2: Fair-Share language is amended to comply with current law. • Revised “Telestaff” to “staffing software.”	
Exhibit A: MOA on compensation for work on committees. Exhibit B: MOU Fire Marshall Office flexing schedule.	
Duration of Agreement	Four year



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 10, 2019

PREPARED BY

AGENDA ITEM # D.7.

Consideration with possible action on request to approve wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 2% general salary increase effective with the start of the pay period in which October 1, 2019 occurs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 IBEW Agreement 11.19.19

Agreement Between

City of Green Bay

And

City of Green Bay

International Brotherhood of Electrical Workers

Local No. 158

(Department of Public Works
Electrical Division)

2019

Agreement Between

City of Green Bay

And

International Brotherhood of Electrical Workers

Local No. 158

2019

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local 158, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The City agrees to recognize representatives of Local 158, IBEW, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on August 13, 1964.

ARTICLE 2 TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2019 and remain in full force and effect up to and including December 31, 2019.

ARTICLE 3 WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement. The wage rates include a 2% increase effective October 1, 2019. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, approved by IBEW Local 158 on _____ and by the City Council on _____.

City of Green Bay

**Local 158, International Brotherhood of
Electrical Workers**

Mayor

Business Manager, Local 158

Human Resources Director

City Clerk

APPENDIX A
WAGE RATE
International Brotherhood of Electrical Workers
Local No. 158

CITY PAY PLAN

Placement on a step of the new schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2019

Pay Grade: J
✦ Electrician Foreperson

Pay Grade: I
✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2019

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	\$28.51	\$29.34	\$30.18	\$31.02	\$31.85	\$32.69	\$33.53	\$33.54 - \$38.56
I	\$26.38	\$27.14	\$27.93	\$28.69	\$29.48	\$30.24	\$31.03	\$31.04 - \$35.68

The Following Guidelines Are For Informational Purposes And Not Subject To Bargaining

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.
 - a. Performance rated overall as 'Meets Expectations'.
 - b. Other arrangements between Employee, Department Head and Human Resources Director.

Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
December 10, 2019**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Patrol Officer	Police	Jacob Brenteson	11/18/2019
Patrol Officer	Police	Grant Fischer	11/18/2019
Patrol Officer	Police	Joseph Mueller	11/18/2019
Truck Driver - Streets	Department of Public Works	Fredric Jonas	12/2/2019
Park Maintenance Worker	Parks, Recreation and Forestry	Jeffrey Paape	12/9/2019
Police Officer	Police	Karen Pineda	12/16/2019
<u>Transfer</u>			
Bridgetender	Department of Public Works	Nicholas Tarkowski	12/2/2019
Laborer - Sanitation			
Bridgetender	Department of Public Works	Shane Hovanick	12/2/2019
Laborer - Sanitation			
Patrol Officer	Police	Aaron Walker	11/3/2019
School Resource Officer			
Specialist II	Police	Lee Kingston	11/3/2019
Day Shift Detectives			
Administrative Clerk	Department of Community and Economic Development	Dawn Ouradnik	12/9/2019
Administrative Clerk	Parks, Recreation & Forestry		
Laborer - Street	Department of Public Works - Operations	Joerg Schmidt	11/11/2019
Truck Driver - Street			
Bridgetender	Department of Public Works - Operations	Bruce Kollman	12/2/2019
Laborer - Streets			
<u>Promotion</u>			
Advanced Patrol Officer	Police	Thomas Behn	11/9/2019
Specialist I			
Mechanic (N)	DPW	William Leisgang	11/25/2019
Mechanic Foreperson (N)			
<u>Grade/Step Change</u>			
Assistant Fire Chief	Fire	Ryan Gibbons	9/30/2019
Housing and Zoning Enforcement Coordinator	Department of Community and Economic Development	Bill Paape	11/12/2019
Advanced Patrol Officer	Police	Miranda Wolvort	11/5/2019
Advanced Patrol Officer	Police	Robby Hock	11/5/2019
Patrol Officer	Police	Matthew Woods	11/6/2019
Patrol Officer	Police	Eric Elbe	11/6/2019
Patrol Officer	Police	Gerald Gorin	11/6/2019
Patrol Officer	Police	Marco Rodriguez	11/9/2019
Patrol Officer	Police	Dan Skenandore	11/16/2019
Patrol Officer	Police	Christopher Vaubel	11/26/2019
Patrol Officer	Police	Shawna Coron	11/26/2019
Patrol Officer	Police	Bashir Buruin	11/26/2019
Engineering Technician	Department of Public Works - Engineering	Robert Woldt	11/29/2019
Police Commander	Police	Kevin Warych	12/23/2019
Property Manager	Department of Community and Economic Development	Jayne Valentine	11/23/2019
<u>Name Change</u>			
Assistant City Attorney	Law	Richard Maes	11/11/2019
<u>End of Employment</u>			
Welcome Center Aide	Clerks	Marissa Vechart	11/4/2019
Transit Operator	Transit	Lisa Lieungh	11/14/2019
Specialist II	Police	Steven Scully	12/20/2019
Bridgetender	Department of Public Works	Jim VanVonderen	12/1/2019
Seasonal Engineering Aide	Department of Public Works - Engineering	Duane Pierce	11/21/2019

Bridgetender	Department of Public Works	Jim VanVonderen	12/1/2019
Bridgetender	Department of Public Works	Steven Campshure	11/30/2019
Signs Laborer	Department of Public Works	Mike Micksch	12/6/2019
Laborer - Street	Department of Public Works	Darren Olson	11/27/2019
Transit Operator	Transit	Shawn Cruver	11/18/2019
Mechanic (D)	Department of Public Works - Operations	Bruce Demerath	12/16/2019