

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, 2015 through December 31, 2017

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1 AGREEMENT

2
3 This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of
4 Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as
5 municipal employer, hereinafter called the "City" and Local 141 of the International Association
6 of Fire Fighters, AFL-CIO, hereinafter called the "Union."
7

8 Both parties of this agreement are desirous of reaching an amicable understanding with respect
9 to the employer-employee relationship that is to exist between them and enter into an
10 agreement covering rates of pay, hours of work, and conditions of employment as well as
11 procedures for reducing potential conflict.
12

13 Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the
14 operation of the Fire Department and the City of Green Bay that will promote efficiency and the
15 best possible fire protection of life and property to all the citizens of the city.
16

17 ARTICLE 1
18 RECOGNITION

19
20 1.1 The City agrees to recognize representatives of the International Association of Fire
21 Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and
22 working conditions for all nonsupervisory firefighters. The City and the Union will inform
23 each other by official letter signed by the Mayor of the City of Green Bay and Local
24 President of the Union as to whom has the power to negotiate.
25

26 1.2 A new firefighter will be considered a probationary employee for the first 12 months of
27 employment. A firefighter on probation may be terminated at the sole discretion of the
28 City with no rights to recall or rehire.
29

30 ARTICLE 2
31 UNION SECURITY

32
33 2.1 As the result of a majority vote of the employees, a "Fair Share" agreement as provided
34 for by Wisconsin State Statutes exists between the City of Green Bay and the Union. If
35 any test is made of the legality of this section, all costs and any liabilities accruing from
36 such suit shall be answered by the Union.
37

38 2.2 The City shall deduct monthly dues and assessments from the wages of such employees
39 as authorized such payroll deductions and forward as indicated on the authorization
40 form.
41

42 2.3 The City and Union agree that the "Fair Share Agreement" provisions as defined by
43 Wisconsin State Statute are part of this contract. The City shall deduct the amount of

44 dues as certified by the labor organization from the earnings of the employees affected
45 by said agreement and to pay the amount so deducted to the labor organization. This
46 paragraph is effective on the date of initial employment.
47

48 ARTICLE 3
49 MANAGEMENT RIGHTS
50

51 3.1 The City retains all rights, powers or authority that it has prior to this contract as
52 modified by this contract.
53

54 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in
55 a manner that will undermine the Union or as an attempt to evade the provisions of this
56 agreement or to violate the spirit, intent or purposes of this agreement.
57

58 ARTICLE 4
59 UNION ACTIVITY
60

61 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will
62 be allowed to hold its meetings at any fire station. This Article shall not operate as to
63 prevent a steward from the proper conduct of any grievance in accordance with the
64 procedure outlined in this agreement and shall not work to prevent certain routine
65 business such as the posting of Union notices and bulletins. Representatives of the
66 Union, local principle officers, and Wage Committee members may conduct Union
67 business including, but not limited to, wage negotiations, Union meetings, grievance
68 handling, etc., during the course of the working day for a reasonable period of time,
69 provided permission is first obtained from the Chief or designee.
70

71 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such
72 officer or member, and agrees also that time spent in the conduct of grievance and in
73 bargaining shall not be deducted from the pay of the delegated employee
74 representative of the Union. Local 141 agrees that the bargaining committee shall be
75 limited to no more than six members.
76

77 ARTICLE 5
78 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS
79

80 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and
81 conditions of employment of members of the bargaining unit. A grievant may be an
82 employee or the Union. Upon the mutual agreement of the parties hereto, grievances
83 involving the same issues may be consolidated in one proceeding. During the initial
84 probationary period as a firefighter, an employee will not have recourse through the
85 grievance and arbitration procedure for disciplinary action and/or dismissal.
86

87 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A

88 written grievance shall contain the name and position of the grievant, the article and
89 section number of the alleged violation, a clear and concise statement of the grievance,
90 the relief sought, the date the incident or violation took place and the signature of the
91 grievant and the date.

92
93 5.3 The Chief of the department may confer with the Union and such employees or other
94 persons deemed appropriate by the Chief before making a determination.

95
96 5.4 The days indicated at each step should be considered a maximum. Days shall mean
97 working days Monday through Friday, excluding holidays. The failure of the Union or the
98 aggrieved party to file or appeal the grievance in a timely fashion as provided herein
99 shall be deemed a waiver of the grievance. The party who fails to receive a reply in a
100 timely fashion shall have the right to automatically proceed to the next step of the
101 grievance procedure. The time limits may be extended by mutual consent.

102
103 5.5 Steps in the procedure may be waived by mutual agreement of the parties.

104
105 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall
106 have the right to present the grievance in writing to the Chief within 15 working
107 days after the grievant, or the Union, knew or should have known of the event
108 giving rise to such grievance. Failure to do so represents a waiver of the right to
109 file. The Chief shall furnish the grievant and the Union representative an answer
110 within 5 working days after receiving the grievance.

111
112 5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant
113 or the Union representative shall prepare a written grievance and present it to
114 the Human Resources Director within 10 working days of the Chief's Response.
115 The Human Resources Director shall review the grievance and shall respond in
116 writing within 10 working days after receipt of the written grievance.

117
118 5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the
119 Union representative shall present the written grievance to the Personnel
120 Committee within 5 working days of the Human Resources Director's response.
121 The Personnel Committee shall review the grievance and respond in writing
122 within 5 working days after their decision which shall be made at the next
123 regularly scheduled Personnel Committee meeting. In reaching their decision,
124 the Personnel Committee may hold a fact-finding hearing after having received a
125 written statement of fact and position by each party. The grievant and the Union
126 shall be given a 5 day notice of said hearing.

127
128 5.5.4 Step 4. Arbitration

129
130 (a) If no agreement is reached in step 3, the dispute may be referred to
131 arbitration. The party desiring arbitration shall, within 15 working days of

132 receiving the Personnel Committee decision, petition the Wisconsin
133 Employment Relations Commission for arbitration with a copy of such
134 petition sent to the other party.

135
136 (b) Costs. The party initiating the grievance shall pay for the administrative
137 costs for initiating arbitration. Any other expense or costs of the
138 arbitration proceeding, including fees of the arbitrator, shall be split
139 equally between the parties. The arbitration hearing shall be conducted
140 in the City of Green Bay at a mutually agreeable time.

141
142 (c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to
143 the subject matter of the grievance. The arbitrator shall not modify, add
144 to or delete from the express terms of this Agreement. The arbitrator's
145 decision shall be final and binding.

146
147 5.6 Disciplinary Proceedings

148
149 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined
150 below.

151
152 5.6.2 In the event of such discipline, the employee or the Union may grieve the
153 discipline under the grievance procedure set forth above in this Article, unless
154 the employee exercises the rights available to the employee under Section
155 62.13, Wis. Stats.

156
157 In the event the employee exercises said Section 62.13 rights, the Chief shall file
158 charges with the Board only if the employee wishes to proceed under Section
159 62.13.

160
161 The employee's sole recourse from the decision of the Board of Police and Fire
162 Commissioners shall be in accordance with the appeal procedures provided in
163 Section 62.13 Wis. Stats.

164
165 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the
166 terms of this Article, the standard to be applied by management and the
167 appellate bodies shall be whether or not there is cause for the discipline given all
168 of the facts and circumstance constituting the grounds for the imposition of
169 discipline or the determination to file charges. Cause shall be determined by
170 applying the following criteria:

171
172 (a) Was the employee given advance notice of the possible or probable
173 disciplinary consequences of the employee's conduct or was the conduct
174 for which discipline is proposed to be imposed of such a nature that the
175 employee knew or should have known that it was improper?

- 176
177 (b) Was the conduct upon which discipline is to be imposed reasonably
178 related to the effective and efficient operation of the Fire Department?
179
180 (c) Prior to determining to impose discipline, did the Chief, or designee,
181 make an effort to investigate the facts relating to the conduct for which
182 discipline is proposed?
183
184 (d) Was the Chief's, or designee's, investigation conducted fairly and
185 objectively?
186
187 (e) Did such investigation produce sufficient evidence or proof that the
188 employee was guilty of the conduct for which discipline is proposed?
189
190 (f) Has the Chief, or designee, applied a disciplinary penalty without
191 discrimination?
192
193 (g) Was the degree of discipline administered in the particular case
194 reasonably related to the seriousness of the employee's proven offense
195 and employee's record of service with the Police or Fire Department?
196

197 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the
198 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the
199 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,
200 the Association, and the employee in question, and that no other discipline may
201 be meted out to any employee based upon the subject matter of the grievance
202 in question.
203

204 In the event that a disciplinary matter is not grieved under the terms and
205 conditions of the Grievance Procedure in the Labor Agreement, the City and the
206 Chief may proceed in the matter of discipline of the employee in question as
207 permitted by law, and the employee in question shall have no recourse to the
208 Grievance Procedure in the Labor Agreement.
209

210 Discipline of an employee shall only be done according to the terms and
211 conditions of this Agreement; however, the Chief shall have the right to suspend
212 any employee with pay pending the outcome of any grievance filed pursuant to
213 this agreement, or under Section 62.13, Wis. Stats.
214

215 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform
216 the City of the names of the individuals so appointed and of any change thereafter
217 made in such appointments. The City shall allow the representatives the necessary time
218 to process grievances during the course of the duty day.
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ARTICLE 6
PROMOTIONS

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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.

- 264
- 265 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank
- 266 except in emergency situations of a temporary nature. Such employees shall have the
- 267 ability to void the waiver, but shall not be eligible for promotion until 12 months after
- 268 the waiver is nullified.
- 269
- 270 6.7 Definition of Department Seniority: A person or member's seniority started the minute
- 271 they first reported to work and runs continuously thereafter provided, however, that
- 272 personnel who have prior and continuous service with the City before becoming
- 273 members of the Fire Department shall receive credit for those prior years of service only
- 274 for the purposes of the rate of earning vacation time (but not in vacation selection) and
- 275 longevity pay, but such prior service with the City shall in no way be used or credited for
- 276 any other rights under this labor agreement. The provision for prior service credit shall
- 277 be read as effective January 1, 1982. Department seniority shall be the primary
- 278 application with all other applications derived therefrom except as modified herein.
- 279
- 280 6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department
- 281 seniority by personnel working in a station for a period of 12 hours or more on
- 282 any given day. Personnel not regularly assigned to the shift on-duty do not have
- 283 in-house seniority.
- 284
- 285 6.8 If it occurs that management shall withhold approval of any posting, the Union shall
- 286 expect and receive an explanation of such withholding. When assignments are made
- 287 after posting, they shall not be changed unless the needs of the department demand
- 288 such change, or if the successful applicant can show that their subsequent
- 289 dissatisfaction is disruptive to work performance.
- 290
- 291 6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit
- 292 shall be given the opportunity to return to the Union as the least senior employee in the
- 293 rank from which they were promoted. This option will be available for 90 calendar days
- 294 from the date of promotion and shall be allowed at either the employee's discretion or
- 295 by managerial judgment. Employees returning to the Union in this fashion shall recover
- 296 seniority for purposes of benefits and vacation selection.
- 297
- 298 6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional
- 299 procedures. Such obligation extends to training opportunities if said procedures will
- 300 have an impact on an employee's promotability.
- 301
- 302 6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a
- 303 line officers position with the following criteria applying:
- 304
- 305 6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they
- 306 shall serve a 90 calendar day internship as a line lieutenant during the year prior
- 307 to their posting out of the staff position. This internship as a line officer may

- 308 begin any time prior to, but no later than September 15 of each year.
309
310 6.11.2 Upon successful completion of the 90 calendar day internship, the employee
311 shall be eligible to post for a line position through the normal posting procedure
312 for a ranked position which their department seniority would qualify them.
313
314 6.11.3 If the employee does not successfully complete the 90 calendar day internship,
315 they may return to their previously held staff position. They shall also have the
316 right to return to their previously held staff position at any time during the 90
317 calendar day internship.
318
319 6.11.4 The employee is under no obligation to post for any line officer position even
320 though the internship may have been successfully completed.
321
322 6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person
323 who meets those qualifications shall be selected for that position.
324

325 ARTICLE 7
326 TRANSFERS
327

- 328 7.1 Permanent transfers will be made on the basis of department seniority providing the
329 senior employee has the necessary qualifications and ability as determined by the Chief.
330 The following process will be used to facilitate postings for vacant positions.
331
332 7.1.1 Bi-Annual Posting Dates
333
334 (a) Tuesday and Wednesday of the first full week of January each year.
335 (b) First Tuesday and Wednesday of June each year (not to conflict with
336 PFFW annual convention).
337 (c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
338 (d) 2nd Day, Wednesday - Fire Fighters
339 (e) 3rd Day, Thursday - Fire Fighters (as needed)
340 (f) As each vacancy occurs during any posting process, the most senior
341 qualified member will be offered the opportunity to post for that
342 opening.
343 (g) All moves will be completed by the end of the month in which it was
344 posted.
345
346 7.1.2 Methods of Exercising Posting Rights
347
348 The transfer process may utilize any of the following options to bid for vacant
349 positions on the posting dates.
350
351 (a) In person - by being available at Station #1 on the posting date.

- 352 (b) By telephone - calls will be directed to qualified individuals.
353 (c) By submission of prior written list with selections listed by priority. Said
354 list shall be submitted to the Assistant Chief before 1600 hours on the
355 day preceding the actual posting. A copy of the list with proper signatures
356 shall be retained by the employee.
357 (d) Any employee not wishing to post for an opening shall notify the
358 Assistant Chief or designee in writing of their intent. Two copies of this
359 form shall be submitted and the employee retaining one signed copy.
360 (e) For postings other than the annual posting in January or any other
361 department wide posting, individuals shall notify the Assistant Chief in
362 writing if they do wish to be included in the posting. Two copies of this
363 form shall be submitted with the employee retaining one copy.
364

365 7.2 Transfers made during the calendar year will not impact a person's selected vacation. If
366 a person moves to another shift, their vacation shall be adjusted to conform to the
367 difference in vacation blocks. Individual vacation days affected by a transfer shall be
368 adjusted to conform to the difference in vacation days or vacated at the discretion of
369 the employee.
370

371 7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall
372 make a 2-year commitment unless retiring or unless removed for disciplinary reasons or
373 mutually agreed to by the Chief and the employee. These personnel will notify the Fire
374 Chief or designee in writing by December 15th of each year if they intend to post for a
375 line position during the annual posting procedure. Upon receipt of said notice, the Fire
376 Chief shall proceed to post those staff positions within the division prior to a
377 department-wide posting in accordance with labor agreements.
378

379 For postings other than the annual posting, personnel occupying staff positions who
380 wish to post for line positions shall notify the Fire Chief of their intent to do so, as soon
381 as they know or should have known of the posting.
382

383 7.4 The transfer process shall be the primary application with all other applications derived
384 therefrom except as modified herein.
385

386 ARTICLE 8 387 WORK RULES AND JOB DUTIES 388

389 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,
390 hours and conditions of employment shall be subject to mutual agreement before
391 becoming effective. Therefore, the parties agree to the following process for
392 recommending, negotiating, approving and implementing S.O.G.'s so identified.
393

- 394 (1) All drafts of S.O.G.'s shall be submitted to the wage committee.
395 (2) Within 10 working days of receipt, Local 141 shall make a demand to bargain

- 396 those aspects of the draft which represent mandatory subjects of bargaining.
397 (3) If there is a dispute over bargainability, then the parties shall immediately seek a
398 Declaratory Ruling from the Wisconsin Employment Relations Commission.
399 (4) Within 20 working days of reaching agreement, the Union shall distribute the
400 final draft of the S.O.G. to its members for action by the body at its second
401 scheduled meeting following agreement.
402 (5) If negotiations do not yield agreement, then either party may avail itself of
403 statutory impasse resolution procedures.
404
- 405 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
406 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
407 existing work rules or the establishment of new work rules with the Union. They shall be
408 posted for a period of 10 calendar days before becoming effective.
409
- 410 8.3 Employees will be notified in writing (email included) of any change in work rules or
411 standard operating guidelines before being subject to discipline. Whenever possible,
412 this notice shall be provided 10 calendar days before the change is effective. The
413 employer and the Union agree that certain Standard Operating Guidelines (S.O.G.'s)
414 involving wages, hours and working conditions must be collectively bargained prior to
415 implementation.
416
- 417 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
418 firefighting, fire prevention, or rescue work or to the care and maintenance of
419 firefighting equipment and apparatus, or to the normal cleaning required to maintain
420 the quarters and the area.
421

422 ARTICLE 9
423 LEAVES OF ABSENCE
424

- 425 9.1 The employer may authorize special leaves of absence with or without pay for any
426 period or periods not to exceed 3 calendar months in any one calendar year for the
427 following purpose of training in subjects related to the work of department personnel
428 and which will benefit its employees and the City service.
429
- 430 9.2 The Fire Chief may authorize an employee to be absent without pay for personal
431 reasons for a period or periods not to exceed 10 working days in any one calendar year.
432
- 433 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant
434 leaves of absence with or without pay in excess of the limitations above for the purpose
435 of attending courses of training at a recognized college or university and for other
436 purposes that are deemed beneficial to the City service.
437
- 438 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
439 Leave Laws.

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ARTICLE 10
VOTING TIME

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

ARTICLE 11
MILITARY LEAVE

11.1 Personnel of the Fire Department who leave or have left the City service by request of the Federal Government to enter active service in the Armed Forces of the United States and return, shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Fire Department not been interrupted by service in the Armed Forces. Employees who are members of the National Guard or military reserve shall be granted military leave for any extended tour of duty 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

484 13.1.1 When there is a death in the immediate family of an employee (immediate
485 family being defined as that of employee's spouse, parent, guardian, sister,
486 brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law,
487 or step parents) a maximum of two, 24-hour duty periods of leave will be
488 granted with pay to such employee, if needed. Should such death occur during
489 an employee's vacation, the employee shall receive the additional time off with
490 pay at a time to be mutually agreed upon. Travel time to and from the funeral
491 may be taken in addition to the 2 days referred to with the approval of the Fire
492 Chief and may, at the employee's option, be counted as sick leave or vacation.

494 13.1.2 When there is a death in the family of an employee (family being defined as
495 spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-
496 law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty
497 period of leave with pay will be granted to such employees, if needed.

499 13.1.3 All employees who act as pall bearers for any deceased person whose funeral
500 takes place during regular working hours may also be granted time off with pay
501 with the permission of the commanding officer. Permission shall be granted for
502 this service unless an emergency situation exists, and if not detrimental to the
503 job in the opinion of the commanding officer.

505 13.2 Day Personnel

506
507 13.2.1 Whenever a death occurs to a member of the immediate family, the City shall
508 compensate the employee for any time lost from work during the next 3
509 succeeding days following said death which may include the day of death.
510 Should the funeral be scheduled after the 3 succeeding days following said
511 death, an employee shall be granted a day of funeral leave to attend the funeral.
512 This may be extended to a maximum of 5 days in circumstances which require an
513 employee to attend a funeral of a member of the immediate family at a distance
514 in excess of 300 miles from Green Bay. This must be approved in advance by the
515 Fire Chief. Should such death occur during an employee's vacation, the
516 employee shall receive the additional time off with pay at a time to be mutually
517 agreed upon. Compensation shall be at the regular hourly rate of said employee
518 for a normal work day.

519
520 13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister,
521 brother, child of employee, step child, grandchildren, grandparents, father-in-
522 law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee
523 or spouse. The City agrees to continue the practice of paying employees the
524 remainder of the day's pay for time lost from work due to the death of
525 individuals defined as immediate family.

526
527 13.2.3 All employees who act as pall bearers for any deceased person whose funeral

528 takes place during regular working hours may also be granted time off with pay
529 with the permission of the commanding officer. Permission shall be granted for
530 this service unless an emergency situation exists, and if not detrimental to the
531 job in the opinion of the commanding officer.
532

533 13.3 General

534
535 13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death
536 or 5 days from the date of the funeral, whichever is later.
537

538 ARTICLE 14
539 SICK LEAVE

540
541 14.1 Line and Day Personnel

542
543 14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a
544 working day for each full month of employment with no limit on accumulation.
545 All day personnel shall accumulate assigned sick leave with pay at the rate of one
546 working day per month with no limit on accumulation. Employees of the Fire
547 Department shall continue to accumulate sick leave whenever listed on the
548 payroll.
549

550 14.1.2 In order to be granted sick leave an employee must:

551
552 (a) Report the absence request prior to the start of the work day by way of
553 staffing software or telephone. If the employee will not be available at
554 the primary or secondary contact telephone number listed in the staffing
555 software, the employee must contact the Battalion Chief by telephone to
556 provide an alternate number at which they can be reached.
557

558 (b) Keep the Battalion Chief or the Assistant Chief informed of the
559 employee's condition and the anticipated date of return to work.
560

561 (c) Be legitimately ill or attending to a member of the immediate family who
562 is ill and unable to care for themselves or make other arrangements for
563 care.
564

565 (i) For purposes of this article, "immediate family" shall mean
566 spouse, parent, stepparent, child, step child, foster child,
567 guardian, or sibling.
568

569 14.1.3 All sick leave requested is subject to verification. The department head may
570 request reasonable evidence from the employee to achieve verification.
571

572 14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the
 573 labor agreement. To avoid misuse, management may periodically review
 574 amounts of use as well as patterns of use and counsel employees on problem
 575 areas.

576
 577 14.1.5 Employee's will be required to provide a physician's written confirmation of
 578 illness or injury and return to normal duty by a City-designated medical provider
 579 on the date of the illness or injury, at the City's expense, if the employee calls in
 580 sick the day prior to or the day after or between 2 or more scheduled days off.
 581 For the purposes of sick leave certification and approval a scheduled day will
 582 include vacation, holiday, shift-trade and FLSA day. Below is a table showing
 583 examples of when a physician's written confirmation will be required.

584 EXAMPLE 1 – Between 2-scheduled days off:

A-Shift Scheduled Day Off	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
---------------------------------	---------	-------------------------	---------	---------------------------------	---------	---------

586
 587

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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588
 589

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
---------------------------------	---------	---------------------------------	---------	-------------------------	---------	---------

590
 591 14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the
 592 employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if
 593 the employee is injured or ill for more than 50 consecutive calendar days, but
 594 less than 6 calendar months, there will be no reduction from the employee's sick
 595 leave accumulation. In order to receive this benefit, the employee must have
 596 reached (95 days of sick leave for line personnel, 135 days of sick leave for day
 597 personnel) at some point in their career. The employee shall perform alternative
 598 duty if it is available and the employee is capable of performing same.
 599

600 14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement,
 601 the employee's sick leave to a maximum allowable payout of 95 working days for line
 602 personnel and with a 1.42 conversion factor for day personnel shall be placed in an
 603 escrow account for purposes of payment of employee's health insurance premiums. The
 604 employee may convert earned, unused vacation days to sick leave days during the
 605 employee's last 5 years of employment, the number of days not to exceed the dollar
 606 amount needed to pay health insurance premiums until age 65. All employees reaching

607 normal retirement or disability prior to attaining such age shall be eligible to continue in
608 the City's health insurance group plan until the age of 65. However, when an employee
609 reaches the age of 65 and the employee's spouse is still under the age of 65, the
610 account can still be used by the spouse to pay health insurance premiums until such
611 time that the spouse reaches age 65 or the total account is expended, whichever occurs
612 first. If funds remain in the employee's escrow account at age 65, these funds may be
613 used to purchase supplemental Medicare insurance from the present health insurance
614 carrier for the employee and spouse until the escrow account is depleted. The City shall
615 pay all of the monthly premium payable, provided that the total amount expended for
616 such insurance for each retired employee shall be limited to an amount equal to the
617 percentage set forth below of the value of any accumulated and unused sick pay
618 standing to the credit of that employee as of that employee's date of retirement:

619 100% for employees retiring under disability retirement

620 100% for employees retiring into the State Retirement System

621

622

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

625

626 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed
627 amount for health insurance premium payment purposes.

628

629 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to
630 apply the escrowed amount for health insurance premium payment purposes
631 upon the death of the surviving spouse. Remarriage of the surviving spouse will
632 terminate the eligibility of dependent children for this benefit.

633

634 14.2.3 Any funds remaining in the escrow account after the death of the retiree, death
635 or remarriage of the surviving spouse, or death or ineligibility of dependent
636 children shall revert back to the City.

637

638 14.2.4 This health insurance premium payment program for protective employees is
639 mandatory for all covered employees upon retirement and supersedes all
640 previous sick leave payout programs upon retirement sponsored by the City of
641 Green Bay.

642

643 14.2.5 When death of a covered protective service employee occurs either before or
644 after retirement, the estate shall receive the full amount of credit to the escrow
645 account for health insurance purposes of accumulated sick leave not to exceed
646 95 working days in accordance with the above policy.

647

648 14.2.6 An employee who has retired or in case of the employee's death, the spouse has
649 the right to leave the amount credited to the escrow account for "health
650 insurance purposes" until the end of the calendar year in which the individual

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

653
654 ARTICLE 15
655 VACATIONS
656

657 15.1 Line Personnel

658
659 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
660 schedule. The vacation days listed are earned in that year.

661
662 Vacation days shall be credited on January 1 of each year. No employee shall
663 receive a vacation until they complete one full year of service.
664

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

665
666 15.1.2 Line Personnel Vacation Selection
667

668 (a) The first round of vacation selection will take place within the first full 3
669 day work cycle on each shift following the January posting. The second
670 round of vacation selection will take place during the second 3 day work
671 cycle on each shift, and the third round of vacation selection will take
672 place during the third 3 day work cycle on each shift.

673
674 (b) A maximum of 9 persons will be allowed on vacation on any given work
675 day. No more than 5 of those on vacation on any given day will be
676 officers. The above numbers do not include the Battalion Chief.

677
678 (c) Openings created by transfers or promotions will be filled using the
679 process outlined in 15.1.2(k).

680
681 (d) A maximum of 15 vacation days may be carried over from year to year for
682 Line Personnel, 30 days for Day Personnel.

- 683
- 684 (e) An employee is deemed to be on vacation from the last day worked until
- 685 the next day the employee is scheduled to work. A refusal by an
- 686 employee on vacation shall not count as a turn for normal overtime call
- 687 in. Special events overtime is exempt from the above provisions. In an
- 688 emergency, all personnel are subject to recall.
- 689
- 690 (f) During “non-prime time”, personnel may pick single days or blocks on a
- 691 first come/first serve basis. However, they may be bumped by personnel
- 692 exercising their seniority rights in the “first” and “second” rounds.
- 693 Personnel will be bumped on a last in, first out basis.
- 694
- 695 (g) “Prime time” is defined for a shift as the first three day cycle that includes
- 696 Easter and is for the balance of the calendar year.
- 697
- 698 (h) In the first round of vacation selection, a person may pick 3 or 6
- 699 consecutive days by seniority.
- 700
- 701 (i) In the second round of vacation selection, a person may pick the balance
- 702 of the current year’s accrued vacation by 3 consecutive duty day blocks
- 703 by seniority.
- 704
- 705 (j) In the third round of vacation selection, a person may pick one or more
- 706 duty days by seniority. These days may be in succession or several
- 707 different single days.
- 708
- 709 (k) Available Days
- 710
- 711 (i) Check to make sure that no one transferring onto the shift has a
- 712 right to those days by virtue of having previously drawn an
- 713 overlapping block on another shift.
- 714 (ii) If days are still vacant after (i) above is completed, then said days
- 715 shall be on a first come/first serve basis.
- 716
- 717 (l) Days vacated due to transfers will not be filled.
- 718

719 15.2 Day Personnel

720

721 15.2.1 All day personnel shall follow Schedule B:

722

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

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15.3 General

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

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

- (a) The employee had appropriately scheduled and received approval for the vacation usage.
- (b) The employee was unable to use the vacation as scheduled due to:
 - (i) An employee injured in the line of duty for which the employee received temporary total disability (TTD) benefits through Worker’s Compensation or as a result of a duty-incurred heart or respiratory impairment covered under the State’s Presumptive Law.
 - (ii) The vacation day usage was cancelled by the City.
 - (iii) A change in shift results in vacation days originally scheduled as full days of vacation falling on FLSA days.
- (c) The employee is unable to reschedule any subsequent days off as vacation after learning of the inability to use the scheduled days as vacation due to the limits placed on the number of employees who can have off on each shift on any given day by the Fire Chief.
- (d) The employee is limited to the number of days that can be carried over in excess of the stated maximum accumulation to those days lost to the above-stated reasons.

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

763 15.3.4 On separation from the City, the employee shall be paid in cash for their
764 accumulation of vacation credits.

765
766 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
767 accumulation shall be divided by 12-months and multiplied by the number of
768 complete months worked.

769
770 ARTICLE 16
771 PERSONAL LEAVE

772
773 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must
774 be used during the calendar year earned. They may not be accumulated. The number
775 of personal leave days shall be prorated for new full-time employees in the initial year of
776 employment and for employees in their final year of employment unless employment is
777 terminated by acceptance to the State Retirement System, disability or death.
778 Employees shall bid personal leave days into the vacation schedule at the time of the
779 annual bidding for vacation. The first 3-days of scheduled leave taken in a calendar year
780 by members of Local 141, shall be automatically deducted as personal leave days from
781 each member's respective leave account by Fire Department administration.

782
783 16.2 New full time employees who are not allowed to utilize personal leave days during their
784 first calendar year of employment will be allowed to carry those days over into their
785 second year of employment. All such personal leave days carried over, plus any personal
786 leave days accrued during the second calendar year of employment, must be utilized by
787 the end of the second calendar year of employment.

788
789 ARTICLE 17
790 HOURS OF WORK

791
792 17.1 Line Personnel

793
794 17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of
795 24 consecutive hours commencing at 7:00 a.m.

796
797 17.1.2 Definition of a work week for line personnel: The normal work week shall consist
798 of 53-hours with a normal 3 platoon system under the procedure of the
799 California Plan as established January 1, 1968 and modified by the City of Green
800 Bay to comply with the provisions of the Fair Labor Standards Act.

801
802 17.1.3 Overtime worked beyond an average of 53-hours under the modified California
803 Plan will be compensated at the rate of 1½-times the regular hourly rate for line
804 personnel pursuant to the final FLSA regulations.

805
806 (a) For overtime computation, holidays, vacation time, sick leave and funeral

807 leave shall be considered as time worked.

808

809 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum
810 staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be
811 considered as individual/separate groups for the purposes of overtime.

812

813 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4
814 hours for any call-in time from regular off-duty time with the following
815 exceptions.

816

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

820

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

825

826 17.1.6 When persons are offered and accept overtime through the normal rotation
827 process they will serve in the specific position for which they were called.

828

829 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours
830 of work when they are able to secure another employee to work in their place
831 provided:

832

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

834

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

836

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

839

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

843

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

850

851 (f) Once approved, a trade shall be deemed to change the regular schedule
852 of the individuals involved in the trade for all purposes except application
853 of the Fair Labor Standards Act. The individual who will be working the
854 trade shall be responsible for reporting the trade to the Battalion Chief.
855 (i.e., phone call, intra-department memo, Telestaff) and shall be
856 responsible for reporting to work on the day traded and be subject to all
857 department regulations and terms of the contract.
858

859 17.1.8 Employees called to testify in court proceedings on incidents arising from work
860 as a member of the City of Green Bay Fire Department shall be paid a minimum
861 of 4-hours pay for such court appearance. To be eligible for such pay, employees
862 ordered into court shall immediately notify the Chief's office. Determination of
863 job relatedness shall be made at the time of such notification.
864

865 It is understood that such court pay is generally in addition to the normal work
866 week and shall be paid at the rate determined for such performance. If pay for
867 such appearance is made by a party other than the employer, said pay shall be
868 returned to the City of Green Bay.
869

870 17.2 Day Personnel

871
872 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-
873 hours.
874

875 17.2.2 Definition of a car allowance: The previous policy established by the City of
876 Green Bay which is now in effect for members of this bargaining unit is
877 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS
878 Captain." Their allowance will be based on the current City mileage
879 reimbursement schedule.
880

881 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-
882 hours for any call-in from regular off-duty time with the following exceptions:
883

884 (a) Classes, training, physical examinations and other non-fire related work
885 will be paid for actual hours worked provided that the employee knew or
886 reasonably should have known of the event 7-calendar days in advance.
887

888 (b) Employees called in to be interviewed in possible cases of employee
889 discipline will be paid for the actual hours worked. Unless an emergency
890 exists, such interviews shall be scheduled during the employee's normal
891 hours of work.
892

893 (c) It is understood that to receive the minimum 4-hours call-in, the City has
894 the right to amend the employee's normal work-day schedule to utilize

895 those personnel for the total 4-hours. However, employees may accept
896 the actual overtime hours worked in lieu of the minimum call-in and thus
897 not have their normal schedule altered.

898
899 ARTICLE 18
900 HOLIDAYS

901
902 18.1 Line and Shift Personnel

903
904 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable
905 parity unit in each year. However, these holidays will not be taken and a sum
906 equal to 100% of each employee's monthly payment which includes shift
907 differential, EMS pay and longevity shall be given to each employee in lieu of the
908 normal times off on a holiday.

909
910 (a) Day personnel (lieutenants and captains in the Fire Marshal's Office and
911 Training Division) shall receive a day off with pay on the following holidays:
912 New Years Day, President's Day, Easter, Memorial Day, Independence Day,
913 Labor Day, September 11th, Columbus Day, Thanksgiving Day and Christmas
914 Day. Day personnel will also receive an additional 8-hours of holiday pay at
915 the straight time rate to be paid in the pay period that each holiday occurs.

916
917 (b) Line holiday pay shall be paid by separate equal checks on the first non-
918 payday Friday in May and November of each year.

919
920 (c) Employees first employed during the calendar year and employees
921 terminating employment during the calendar year shall receive holiday
922 pay on a pro rata basis for the actual time employed.

923
924 ARTICLE 19
925 RATES OF PAY

926
927 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
928 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis
929 and are based on full-time employment.

930
931 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour
932 shift, the employee shall receive out of grade pay for the actual hours worked in that
933 classification. When working out of grade as a battalion chief, the employee will receive
934 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of
935 grade documentation shall be maintained by the House Captain.

936
937 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade
938 except in emergency situations of a temporary nature. Such employees shall have the

939 ability to void such waiver but shall not be eligible for promotion until 12 months after
940 the waiver is nullified.

941

942

ARTICLE 20
SHIFT DIFFERENTIAL

943

944

945 20.1 Line and Shift Personnel

946

947

948

949

950

951

20.1.1 In lieu of shift differential, line and shift personnel shall receive an additional \$20 per month or 1/3 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.

952

ARTICLE 21
CLOTHING ALLOWANCE

953

954

955 21.1 The budget of the Fire Department shall have an account to be known as “Clothing
956 Allowance” which shall be administered per Fire Department Work Orders.

957

958 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of
959 uniform clothing as determined by the Chief. Upon successful completion of the
960 probationary period (one year) they shall receive funds to purchase a dress uniform and
961 their normal yearly allotment.

962

963 21.3 Members shall be allowed to draw \$415 per annum from the clothing account.

964

965 21.4 The Chief shall have discretion as to types of clothing allowed to be purchased by
966 employees of the department.

967

968 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of
969 safety glasses per year including prescription glasses. (This does not include the cost of
970 the examination. Glasses will be in “regular frames” i.e. W.O.S.).

971

972 21.5.1 The City will replace or repair required prescription safety glasses which are lost,
973 broken, or damaged on the job.

974

975 21.5.2 Employees who are not required to wear safety glasses may purchase them
976 through the City.

977

ARTICLE 22
LONGEVITY

978

979

980

981 22.1 \$10 per month at the first pay period following the anniversary marking the beginning
982 of the 8th year of service.

- 983
984 22.2 An additional \$10 per month at the first pay period of the 12th year of service.
985
986 22.3 An additional \$10 per month at the first pay period following the anniversary marking
987 the beginning of the 16th year of service.
988
989 22.4 Maximum longevity payment is \$30 per month.
990

991 ARTICLE 23
992 PENSION
993

- 994 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
995 amount equal to that paid by general municipal employees.
996

997 ARTICLE 24
998 EMERGENCY MEDICAL SERVICE
999

1000 24.1 Compensation
1001

1002 24.1.1 EMS-Certified personnel shall be compensated according to the following
1003 schedule:

1004
1005 EMT 2.75% of top Fire Fighter Rate
1006 EMT-P 4.25% of top Fire Fighter Rate
1007

1008 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
1009 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
1010 Skills Retention" is subject to negotiation per Article 8.
1011

1012 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
1013 equivalent to 6% of the top firefighter rate per day to those employees who
1014 actually serve on the ambulance. The ride pay calculation is:

- 1015
1016 ▪ Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
1017 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
1018
1019 ▪ Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
1020 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*
1021 (pay/106x24x6%/24).
1022

1023 24.2 EMS Staffing
1024

1025 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
1026 the understanding of the parties that the Chief determines the needs of the

1027 department as well as the qualifications necessary to fill those needs.
1028 Management must, however, follow contractual seniority provisions with
1029 respect to promotion, transfer or assignment to positions.
1030

1031 24.2.2 All personnel assigned to squads must have at least EMT certification.
1032

1033 24.2.3 Both parties to this working agreement agree that total fire department
1034 seniority, as qualified, will be the primary determinant of all assignments, and
1035 that therefore paramedic assignments will not inhibit return to line assignments
1036 as seniority warrants.
1037

1038 ARTICLE 25

1039 DUTY INCURRED DISABILITY AND PENSION BENEFITS
1040

1041 25.1 Fire Service
1042

1043 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not
1044 to exceed 180 calendar days. At the end of the 180 calendar day period, if more
1045 time is needed, a request to the Personnel Committee shall be made and the
1046 Personnel Committee may grant additional time as they deem necessary.
1047

1048 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
1049 disease shall receive full pay while disabled not to exceed 180 calendar days. At
1050 the end of the 180 calendar day period, if more time is needed, a request to the
1051 Personnel Committee shall be made and the Personnel Committee may grant
1052 additional time as they deem necessary.
1053

1054 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
1055 shall be figured from an employee's base salary and the following fringe benefits
1056 – longevity, clothing allowance, holiday pay, City's contribution to employee's
1057 and family's plan of health insurance.
1058

1059 25.1.4 Employee's survivors shall receive a pension payment from the City whether
1060 employee is actively employed or on pension equal to 1/3 of the employee's base
1061 salary and the following fringe benefits – longevity, clothing allowance, holiday
1062 pay, City's contribution to employee's life insurance, and City's contribution to
1063 employee's and family's plan of health insurance. There shall be an additional
1064 payment of \$15 per month for each of the employee's children under the age of
1065 18. This is to clarify Section 66.191 or applicable state or federal law.
1066

1067 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
1068 to their death along with vacation and holiday pay earned.
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ARTICLE 26
HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

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

ARTICLE 27
LIFE INSURANCE

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

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

1115 the event that claims are made as a result of alleged injury or damage to persons or
1116 property which arises from the operation of a City vehicle.

1117
1118 29.2 The City also agrees to provide insurance coverage to cover employees in the event
1119 liability or damage claims are made while the employee is performing their duties.

1120
1121 ARTICLE 30
1122 SAVING CLAUSE

1123
1124 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be
1125 inoperative, void, or invalid, the validity of the remaining portions of this contract shall
1126 not be affected.

1127
1128 ARTICLE 31
1129 AMENDMENT PROVISION

1130
1131 31.1 This agreement is subject to amendment, alteration or addition only by subsequent
1132 written agreement between and executed by the City and the union where mutually
1133 agreeable. The waiver of any breach, term, or condition of this agreement by either
1134 party shall not constitute a precedent in the future enforcement of all its terms and
1135 conditions.

1136
1137 ARTICLE 32
1138 FIRE MARSHAL OFFICE

1139
1140 32.1 There shall be a one year probationary period for personnel assigned to the Fire Marshal
1141 Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment
1142 unless retiring or unless removed for disciplinary reasons or mutually agreed to by the
1143 Chief and the employee.

1144
1145 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
1146 approved, the employee must remain on the job until a qualified replacement is trained
1147 and ready to assume the duties of the position.

1148
1149 32.3 Members of the Fire Marshal Office are to receive vacation on the Day Personnel
1150 vacation schedule according to Article 15, Schedule B of this agreement.

1151
1152 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

1153
1154 ARTICLE 33
1155 MISCELLANEOUS

1156
1157 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
1158 would result in the City paying members of the Bargaining Unit overtime pay for the

1159 normal work week or day as set forth in this agreement, the work week and day as set
1160 shall be renegotiable.

1161
1162 33.2 To provide the Fire personnel needed at special events (including without limitation by
1163 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
1164 administration. This list shall ask for volunteers to work the event. Those who
1165 volunteer will be called out by seniority with qualifications. "Special events" shall
1166 include Packers football games; payment for the Packers football games shall be at the
1167 double time (2x) rate.

1168
1169 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct
1170 employees to work at the events inversely by seniority as qualified. A further
1171 stipulation shall apply as regards the calling to work of non-volunteers by inverse
1172 seniority as qualified and that shall be: As an employee is ordered to work
1173 because of their position in seniority shall after such work be eliminated from
1174 the eligibility list or directed call-in at subsequent events in that calendar year.
1175 However both parties understand that the major determinant of call-in is
1176 departmental need at the events and notwithstanding the waiver given above
1177 regarding a person who has already worked a game by non-volunteer call-in,
1178 that person can be called in again if no qualified person is available.

1179
1180 33.3 The employer and Union agree that the recent transfer of the City Health Department to
1181 Brown County will not impact our delivery of occupational health services to members
1182 of Local 141. The individuals or agencies providing those services may change, but the
1183 City agrees that those changes will have no impact on the health and safety of members
1184 of Local 141.

1185
1186 33.4 It is agreed and understood that the City's third party administrator for health and
1187 dental insurance has drafted a new booklet to address recent changes in the insurance
1188 industry. This memorandum will serve as the City's guarantee that the level of benefits
1189 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.
1190 The only coverage changes in the booklet will be those that have been negotiated and
1191 agreed upon.

1192
1193 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a
1194 superior officer of the Fire Department, are under no duty to take action when faced
1195 with an emergency. Any employee, while on duty, may however, respond to an
1196 emergency as a private individual. While on duty, the authority granted in Section
1197 213.095, Wis. Stats. shall apply as provided therein.

1198
1199 Employees who have the opportunity to respond to an emergency while off duty, and
1200 who don't, will not be held accountable for such decision and, therefore, there can be
1201 no discipline for such decision and inaction.

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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

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

34.4.2 Probationary Employee Drug Testing

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

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

- (a) All sworn employees shall be required to submit to a drug test prior to January 1, 1993, provided they are notified of such test at least 30 days in advance. Employees receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A non-union supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made

- 1291 available to the employee prior to the actual test.
1292
1293 (c) A drug test will be administered as part of all promotional procedures.
1294
1295 Any member who refuses to submit to this form of testing for judgment,
1296 fitness, and readiness for duty, shall be immediately removed from their
1297 special assignments.
1298
1299 (d) Any sworn employee of this department who is directly involved in a
1300 serious fire incident shall be required by a non-union supervisor to
1301 participate in a drug screening test immediately following the event, or as
1302 soon as the tactical situation allows. A serious incident is defined as a fire
1303 vehicle accident in which serious injury is sustained by any involved
1304 employee or citizen requiring immediate medical attention by hospital
1305 personnel. If it is clearly evident that the employee is not at fault in the
1306 accident, no drug test will be required. A directly involved employee is
1307 one who is the driver of the fire vehicle.
1308
1309 (e) Any employee who in the carrying on of their duties, ingests, either
1310 directly or indirectly, any drug or narcotic substance, is required to
1311 document, as soon as possible thereafter such contact. Documentation
1312 should occur in writing explaining all circumstances, and the employee's
1313 supervisor should be notified as soon as possible. Drug tests will be
1314 administered and no disciplinary action will be taken if the tests are
1315 positive and the employee can prove that ingestion was involuntary.
1316
1317 (f) Beginning in 1993, the department shall randomly test members of the
1318 bargaining unit. Such test shall occur once per year per shift with no
1319 announcement of time or date. The method for random selection shall
1320 be such that each member of the bargaining unit has an equal chance of
1321 being selected. No one shall be tested randomly more than twice every 5
1322 years. Every employee in the department shall be tested at least once
1323 every 5 years. This shall not apply to causes for testing provided
1324 elsewhere in this article.
1325

1326 34.4.4 Drug Testing Procedures

- 1327
1328 (a) The testing procedures and safeguards provided in this policy to ensure
1329 the integrity of department drug testing shall be adhered to by any
1330 personnel administering drug tests.
1331
1332 (b) Personnel authorized to administer drug tests shall require positive
1333 identification from each employee to be tested before they enter the
1334 testing area. This shall consist of picture ID that is government or

- 1335 employer issued.
1336
- 1337 (c) All employees whose urinalysis is not negative shall have a post-test
1338 interview with qualified medical personnel to ascertain and document
1339 the recent use of any prescription or non-prescription drugs, or any
1340 indirect exposure to drugs that may result in a positive test result.
1341
- 1342 (d) The bathroom facility of the testing area shall be private and secure.
1343
- 1344 (i) Authorized testing personnel shall search the facility before an
1345 employee enters it to produce a urine sample, and document that
1346 it is free of any foreign substances.
1347
- 1348 (e) Where the employee appears unable or unwilling to give a specimen at
1349 the time of the test, testing personnel shall document the circumstances
1350 on the drug test report form. The employee shall be permitted no more
1351 than 3 hours to give a sample; during which the employee shall remain in
1352 the testing area. If the employee leaves the area, it is considered a
1353 refusal to test. Up to and not exceeding 40 ounces of water may be given
1354 to the employee to encourage urination. Failure to submit a sample shall
1355 not be considered a refusal to submit to a drug test until the individual
1356 has been examined by a doctor to determine if the individual has a pre-
1357 existing medical condition which would prohibit the donor from
1358 supplying the specimen.
1359
- 1360 (f) Employees shall have the right to request that their sample be split and
1361 stored in case of legal disputes. The urine samples must be provided at
1362 the same time, and marked and placed in identical specimen containers
1363 by authorized testing personnel. One sample shall be submitted for
1364 immediate drug testing. The other sample shall remain at the facility in
1365 frozen storage for one year. This sample shall be made available to the
1366 employee or their attorney should the original sample result in a legal
1367 dispute or the chain of custody be broken.
1368
- 1369 (g) Specimen samples shall be sealed in the presence of the participants,
1370 labeled, and checked against the identity of the employee to ensure the
1371 results match the tested specimen. All collections are handled
1372 forensically, which means they are labeled, double-sealed, double-
1373 checked for accuracy and completeness, stored in a secure, locked
1374 refrigerator until testing, and accompanied by a forensic chain-of-
1375 custody.
1376
- 1377 (h) Whenever there is a reason to believe that the employee may have
1378 altered or substituted the specimen to be provided, a second specimen

1379 shall be obtained immediately under direct supervision of the testing
1380 personnel.

1381

1382 34.4.5 Drug Testing Methodology

1383

1384 (a) The testing or processing phase shall consist of a two-step procedure:

1385

1386 (i) Initial screening test as defined in 34.4.5(b). (All employees shall
1387 receive the same initial screening test.)

1388

1389 (ii) Confirmation test (GCMS)

1390

1391 (b) The urine sample is first tested using the initial drug screening procedure.
1392 An initial positive test result will not be considered conclusive; rather, it
1393 will be classified as "confirmation pending." Notification of test results to
1394 the Chief shall be held until the confirmation test results are obtained.

1395

1396 (c) A specimen testing positive will undergo an additional confirmatory test.
1397 The confirmation procedure shall be technologically different and more
1398 sensitive than the initial screening test. No positive results will be
1399 reported to management until all confirming tests have been conducted
1400 and the medical interview with the Medical Review Officer (MRO) has
1401 been completed. This shall include a six mono acetyl morphine test when
1402 codeine is detected in the GCMS test.

1403

1404 (d) The drug screening tests selected shall be capable of identifying
1405 marijuana, cocaine and every major drug of abuse including heroin,
1406 amphetamines and barbiturates. Personnel utilized for testing will be
1407 certified as qualified to collect urine samples or adequately trained in
1408 collection procedures.

1409

1410 (e) US Department of Transportation regulations 49CFR Part 40 shall be used
1411 for purposes of determining which substances will be tested for under
1412 this Article as well as the levels which will constitute a positive test.

1413

1414 (f) The laboratory selected to conduct the analysis shall be experienced and
1415 capable of quality control, documentation, chain-of-custody, technical
1416 expertise, and demonstrated proficiency in urinalysis.

1417

1418 (g) Employees having a negative drug test result shall receive memorandum
1419 stating that no illegal drugs were found. If the employee requests such, a
1420 copy of the letter will be placed in the employee's personnel file

1421

1422 (h) Any employee who breaches the confidentiality of testing information

1423 shall be subject to discipline.

1424

1425 34.4.6 Chain of Evidence - Storage

1426

1427 (a) Each step in the collecting and processing of the urine specimens shall be
1428 documented to establish procedural integrity and the chain-of-custody.

1429

1430 (b) Where a positive result is confirmed, urine specimens shall be maintained
1431 in secured, refrigerated storage for one year.

1432

1433 34.4.7 Drug Test Results

1434

1435 (a) All records pertaining to department-required drug tests shall remain
1436 confidential and shall not be provided to other employees or agencies
1437 without the written permission of the person whose records are sought.

1438

1439 (b) Drug test results and records shall be sealed and retained in the
1440 employee's personnel file for an indefinite period. Only the employee,
1441 the Chief and the Human Resources Director shall be allowed to open
1442 such sealed records.

1443

1444 34.5 Actions Taken/Positive Result.

1445

1446 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1447 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1448 individual's employment shall be terminated. If the test is determined to be
1449 inconclusive, then the City shall not have just cause for termination.

1450

1451 (a) The exception shall be forced use as defined in 34.4.1(c).

1452

1453 (b) If an employee tests positive for a drug which was legally prescribed and
1454 led to their addiction to that drug then the employee shall be given an
1455 opportunity to rehabilitate according to paragraph 34.5.2.

1456

1457 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline
1458 and referred to the Employee Assistance Program.

1459

1460 (a) The employee shall be subject to mandatory random testing for a period
1461 of two years.

1462

1463 (b) The Employee Assistance Program shall not be a substitute for
1464 disciplinary action if other rules and regulations have been violated or
1465 crimes committed.

1466

1467 (c) A second positive test for marijuana shall be grounds for termination.
1468 However, employees who test negative for two years after rehabilitation
1469 will not be dismissed if their second positive test for marijuana occurs
1470 more than ten years after the last positive test. In that case the
1471 employee will be afforded rehabilitation one more time.
1472

1473 34.5.3 A positive test shall be defined as a confirmation test which establishes
1474 conclusively that the employee has ingested one of the drugs in question.
1475

1476 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1477 policy shall be terminated from employment as a fire service employee.
1478

1479 ARTICLE 35
1480 RESIDENCY
1481

1482 35.1 All employees will be required to maintain residency within Brown County, counties
1483 which are contiguous to Brown County, or Southern Door County. Anytime non-
1484 residency for Firefighter Local 141 employees exceeds 20%, the City may re-impose
1485 residency requirements on new hires until 80% residency is achieved.
1486

1487 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1488 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1489 through appropriate communication means. In these or any other emergent situation,
1490 members shall be called without regard to the normal overtime calling procedures.
1491

1492 ARTICLE 36
1493 DURATION AND NEGOTIATION TIME TABLE
1494

1495 36.1 This agreement shall become effective as of January 1, 2015 and remain in force and
1496 effective to and including December 31, 2017 and shall renew itself for additional one
1497 year periods until and unless either party, prior to July 1, before the expiration of this
1498 agreement and the expiration of any of its renewal dates, notify the other party in
1499 writing that it desires to alter or amend the same at the end of the contract.
1500

1501 36.2 Negotiations may begin at any time prior to July 1.
1502
1503
1504

1505 Signed and dated this 24th day of July, 2015.

1506

1507 CITY OF GREEN BAY

1508

1509

1510 /s/ James J. Schmitt

1511 James Schmitt, Mayor

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1513

1514 /s/ David Litton

1515 David Litton, Fire Chief

1516

1517

1518 /s/ Lynn M. Boland

1519 Lynn M. Boland, Human Resources Director

1520

1521

1522 Attest:

1523

1524

1525 /s/ Kris A. Teske

1526 Kris Teske, City Clerk

CITY OF GREEN BAY FIRE FIGHTERS

LOCAL 141

/s/ Chad Bronkhorst

Chad Bronkhorst, President

/s/ Ryan Gibbons

Ryan Gibbons, Vice President

/s/ Todd Madson

Todd Madson, Secretary/Treasurer

SCHEDULE "A"
WAGES

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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	7/1/2015 2%	7/1/2016 2%	7/1/2017 2%
New Hire	\$2,017.20	\$2,057.55	\$2,098.70
After 18-Months	\$2,181.39	\$2,225.02	\$2,269.52
Private (After 3-years' service)	\$2,345.58	\$2,392.49	\$2,440.34
Private (after 6 years' service) Top Firefighter Rate	\$2,409.58	\$2,457.77	\$2,506.93
Engineer (less than 11 years' service)	\$2,496.73	\$2,546.66	\$2,597.59
Engineer (after 11 years' service)	\$2,525.35	\$2,575.86	\$2,627.38
Lieutenant (less than 17 years' service)	\$2,658.76	\$2,711.94	\$2,766.18
Lieutenant (after 17 years' service)	\$2,702.34	\$2,756.39	\$2,811.52
Captain	\$2,891.82	\$2,949.66	\$3,008.65
EMT	\$66.26	\$67.59	\$68.94
Paramedic	\$102.41	\$104.46	\$106.55

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- (1) The employee(s) designated to maintain the S.C.B.A will be paid the daily rate per 24.1.3 for each scheduled duty day in addition to their regular pay.
- (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-

1549 years of service and Engineer with 11-years of service. The employee must take a
1550 promotion whenever available; otherwise the employee's salary reverts to the Private 6-
1551 year rate. An Engineer must maintain EMS certification; failure to do so will result in the
1552 employee being returned to the Private after 6 years of service rate.

1553
1554 (6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of
1555 17-years of service, provided they have successfully completed Wisconsin Certified Fire
1556 Officer I and has Wisconsin EMT certification.

1557
1558 (7) If an employee with more than 11-years of service is promoted to the position of
1559 Lieutenant prior to having 17-years of service, then the employee shall be paid 75% of
1560 the difference between Engineer 11-years of service rate and Lieutenant with 17-years
1561 of service rate. The employee must take the promotion to Lieutenant whenever
1562 available; otherwise the employee's salary reverts to the Engineer with 11-years of
1563 service rate. A lieutenant must maintain EMS certification; failure to do so will result in
1564 the employee being returned to the Private after 6-years of service rate.

1565
1566 (8) All bi-weekly payroll checks shall be direct deposited to an account at a financial
1567 institution of the employee's designation. Holiday paychecks may be direct deposited at
1568 the discretion of the employee.