

**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, 2012 through December 31, 2014**

**TABLE OF CONTENTS**

| <u>ARTICLE</u>   | <u>PAGE</u> |
|--|-------------|
| AGREEMENT .....  | 1           |
| ARTICLE 1. RECOGNITION .....                                       | 1           |
| ARTICLE 2. UNION SECURITY.....                                     | 1           |
| ARTICLE 3. MANAGEMENT RIGHTS.....                                  | 2           |
| ARTICLE 4. UNION ACTIVITY.....                                     | 2           |
| ARTICLE 5. GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS ..... | 2           |
| ARTICLE 6. PROMOTIONS.....   | 6           |
| ARTICLE 7. TRANSFERS.....  | 8           |
| ARTICLE 8. WORK RULES AND JOB DUTIES .....                         | 9           |
| ARTICLE 9. LEAVES OF ABSENCE .....                                 | 10          |
| ARTICLE 10. VOTING TIME .....                                      | 11          |
| ARTICLE 11. MILITARY LEAVE.....                                    | 11          |
| ARTICLE 12. JURY DUTY.....   | 11          |
| ARTICLE 13. FUNERAL LEAVE .....                                    | 11          |
| ARTICLE 14. SICK LEAVE .....                                       | 13          |
| ARTICLE 15. VACATIONS .....  | 15          |
| ARTICLE 16. PERSONAL LEAVE .....                                   | 18          |
| ARTICLE 17. HOURS OF WORK.....                                     | 19          |
| ARTICLE 18. HOLIDAYS .....   | 21          |
| ARTICLE 19. RATES OF PAY.....                                      | 22          |
| ARTICLE 20. SHIFT DIFFERENTIAL.....                                | 22          |
| ARTICLE 21. CLOTHING ALLOWANCE.....                                | 22          |

|             |   |    |
|-------------|---|----|
| ARTICLE 22. | LONGEVITY .....                                     | 23 |
| ARTICLE 23. | PENSION .....                                       | 23 |
| ARTICLE 24. | EMERGENCY MEDICAL SERVICE .....                     | 23 |
| ARTICLE 25. | DUTY INCURRED DISABILITY AND PENSION BENEFITS ..... | 24 |
| ARTICLE 26. | HEALTH AND DENTAL INSURANCE .....                   | 25 |
| ARTICLE 27. | LIFE INSURANCE .....                                | 25 |
| ARTICLE 28. | EDUCATION CREDITS .....                             | 26 |
| ARTICLE 29. | LIABILITY AND ACCIDENT INSURANCE .....              | 26 |
| ARTICLE 30. | SAVING CLAUSE .....                                 | 26 |
| ARTICLE 31. | AMENDMENT PROVISION .....                           | 26 |
| ARTICLE 32. | FIRE MARSCHAL OFFICE .....                          | 27 |
| ARTICLE 33. | MISCELLANEOUS .....                                 | 27 |
| ARTICLE 34. | DRUG TESTING .....                                  | 28 |
| ARTICLE 35. | RESIDENCY .....                                     | 34 |
| ARTICLE 36. | DURATION AND NEGOTIATION TIME TABLE .....           | 35 |
|             | SCHEDULE A - WAGES .....                            | 37 |
|             | ATTACHMENT B – HEALTH INSURANCE .....               | 39 |

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, a clear and  
89 concise statement of the grievance, the relief sought, the date the incident or violation  
90 took place and the signature of the grievant and the date.

91  
92 5.3 The Chief of the department may confer with the Union and such employees or other  
93 persons deemed appropriate by the Chief before making a determination.

94  
95 5.4 The days indicated at each step should be considered a maximum. Days shall mean  
96 working days Monday through Friday, excluding holidays. The failure of the Union or the  
97 aggrieved party to file or appeal the grievance in a timely fashion as provided herein  
98 shall be deemed a waiver of the grievance. The party who fails to receive a reply in a  
99 timely fashion shall have the right to automatically proceed to the next step of the  
100 grievance procedure. The time limits may be extended by mutual consent.

101  
102 5.5 Steps in the procedure may be waived by mutual agreement of the parties.

103  
104 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall  
105 have the right to present the grievance in writing to the Chief within 15 working  
106 days after the grievant, or the Union, knew or should have known of the event  
107 giving rise to such grievance. Failure to do so represents a waiver of the right to  
108 file. The Chief shall furnish the grievant and the Union representative an answer  
109 within 5 working days after receiving the grievance.

110  
111 5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant  
112 or the Union representative shall prepare a written grievance and present it to  
113 the Human Resources Director within 10 working days of the Chief's Response.  
114 The Human Resources Director shall review the grievance and shall respond in  
115 writing within 10 working days after receipt of the written grievance.

116  
117 5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the  
118 Union representative shall present the written grievance to the Personnel  
119 Committee within 5 working days of the Human Resources Director's response.  
120 The Personnel Committee shall review the grievance and respond in writing  
121 within 5 working days after their decision which shall be made at the next  
122 regularly scheduled Personnel Committee meeting. In reaching their decision,  
123 the Personnel Committee may hold a fact-finding hearing after having received a  
124 written statement of fact and position by each party. The grievant and the Union  
125 shall be given a 5 day notice of said hearing.

126  
127 5.5.5 Step 4. Arbitration

128  
129 (a) If no agreement is reached in step 3, the dispute may be referred to  
130 arbitration. The party desiring arbitration shall, within 15 working days of  
131 receiving the Personnel Committee decision, petition the Wisconsin

132 Employment Relations Commission for arbitration with a copy of such  
133 petition sent to the other party.

134  
135 (b) Costs. The party initiating the grievance shall pay for the administrative  
136 costs for initiating arbitration. Any other expense or costs of the  
137 arbitration proceeding, including fees of the arbitrator, shall be split  
138 equally between the parties. The arbitration hearing shall be conducted  
139 in the City of Green Bay at a mutually agreeable time.

140  
141 (c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to  
142 the subject matter of the grievance. The arbitrator shall not modify, add  
143 to or delete from the express terms of this Agreement. The arbitrator's  
144 decision shall be final and binding.

145  
146 5.6 Disciplinary Proceedings

147  
148 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined  
149 below.

150  
151 5.6.2 In the event of such discipline, the employee or the Union may grieve the  
152 discipline under the grievance procedure set forth above in this Article, unless  
153 the employee exercises the rights available to the employee under Section  
154 62.13, Wis. Stats.

155  
156 In the event the employee exercises said Section 62.13 rights, the Chief shall file  
157 charges with the Board only if the employee wishes to proceed under Section  
158 62.13.

159  
160 The employee's sole recourse from the decision of the Board of Police and Fire  
161 Commissioners shall be in accordance with the appeal procedures provided in  
162 Section 62.13 Wis. Stats.

163  
164 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the  
165 terms of this Article, the standard to be applied by management and the  
166 appellate bodies shall be whether or not there is cause for the discipline given all  
167 of the facts and circumstance constituting the grounds for the imposition of  
168 discipline or the determination to file charges. Cause shall be determined by  
169 applying the following criteria:

170  
171 (a) Was the employee given advance notice of the possible or probable  
172 disciplinary consequences of the employee's conduct or was the conduct  
173 for which discipline is proposed to be imposed of such a nature that the  
174 employee knew or should have known that it was improper?

175

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

196 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the  
197 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the  
198 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,  
199 the Association, and the employee in question, and that no other discipline may  
200 be meted out to any employee based upon the subject matter of the grievance  
201 in question.  
202

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

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

214 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform  
215 the City of the names of the individuals so appointed and of any change thereafter  
216 made in such appointments. The City shall allow the representatives the necessary time  
217 to process grievances during the course of the duty day.  
218  
219

ARTICLE 6  
PROMOTIONS

220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263

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) 1<sup>st</sup> Day, Tuesday - Captain, Lieutenant, Engineer  
338 (d) 2<sup>nd</sup> Day, Wednesday - Fire Fighters  
339 (e) 3<sup>rd</sup> 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 notify the Fire Chief or designee in writing by December 15<sup>th</sup> of each year if they intend  
373 to post for a line position during the annual posting procedure. Upon receipt of said  
374 notice, the Fire Chief shall proceed to post those staff positions within the division prior  
375 to a department-wide posting in accordance with labor agreements.  
376

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

381 7.4 The transfer process shall be the primary application with all other applications derived  
382 therefrom except as modified herein.  
383

384 ARTICLE 8  
385 WORK RULES AND JOB DUTIES  
386

387 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,  
388 hours and conditions of employment shall be subject to mutual agreement before  
389 becoming effective. Therefore, the parties agree to the following process for  
390 recommending, negotiating, approving and implementing S.O.G.'s so identified.  
391

- 392 (1) All drafts of S.O.G.'s shall be submitted to the wage committee.  
393 (2) Within 10 working days of receipt, Local 141 shall make a demand to bargain  
394 those aspects of the draft which represent mandatory subjects of bargaining.  
395 (3) If there is a dispute over bargainability, then the parties shall immediately seek a

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

420 ARTICLE 9  
421 LEAVES OF ABSENCE  
422

- 423 9.1 The employer may authorize special leaves of absence with or without pay for any  
424 period or periods not to exceed 3 calendar months in any one calendar year for the  
425 following purpose of training in subjects related to the work of department personnel  
426 and which will benefit its employees and the City service.  
427
- 428 9.2 The Fire Chief may authorize an employee to be absent without pay for personal  
429 reasons for a period or periods not to exceed 10 working days in any one calendar year.  
430
- 431 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant  
432 leaves of absence with or without pay in excess of the limitations above for the purpose  
433 of attending courses of training at a recognized college or university and for other  
434 purposes that are deemed beneficial to the City service.  
435
- 436 9.4 Maternity leave will be granted according to the Federal and State Family and Medical  
437 Leave Laws.  
438  
439

440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483

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. This paragraph does not apply to 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,

484 or step parents) a maximum of two, 24-hour duty periods of leave will be  
485 granted with pay to such employee, if needed. Should such death occur during  
486 an employee's vacation, the employee shall receive the additional time off with  
487 pay at a time to be mutually agreed upon. Travel time to and from the funeral  
488 may be taken in addition to the 2 days referred to with the approval of the Fire  
489 Chief and may, at the employee's option, be counted as sick leave or vacation.

490  
491 13.1.2 When there is a death in the family of an employee (family being defined as  
492 spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-  
493 law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty  
494 period of leave with pay will be granted to such employees, if needed.

495  
496 13.1.3 All employees who act as pall bearers for any deceased person whose funeral  
497 takes place during regular working hours may also be granted time off with pay  
498 with the permission of the commanding officer. Permission shall be granted for  
499 this service unless an emergency situation exists, and if not detrimental to the  
500 job in the opinion of the commanding officer.

501  
502 13.2 Day Personnel

503  
504 13.2.1 Whenever a death occurs to a member of the immediate family, the City shall  
505 compensate the employee for any time lost from work during the next 3  
506 succeeding days following said death which may include the day of death.  
507 Should the funeral be scheduled after the 3 succeeding days following said  
508 death, an employee shall be granted a day of funeral leave to attend the funeral.  
509 This may be extended to a maximum of 5 days in circumstances which require an  
510 employee to attend a funeral of a member of the immediate family at a  
511 considerable distance from Green Bay. This must be approved in advance by the  
512 Fire Chief. Should such death occur during an employee's vacation, the  
513 employee shall receive the additional time off with pay at a time to be mutually  
514 agreed upon. Compensation shall be at the regular hourly rate of said employee  
515 for a normal work day.

516  
517 13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister,  
518 brother, child of employee, step child, grandchildren, grandparents, father-in-  
519 law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee  
520 or spouse. The City agrees to continue the practice of paying employees the  
521 remainder of the day's pay for time lost from work due to the death of  
522 individuals defined as immediate family.

523  
524 13.2.3 All employees who act as pall bearers for any deceased person whose funeral  
525 takes place during regular working hours may also be granted time off with pay  
526 with the permission of the commanding officer. Permission shall be granted for  
527 this service unless an emergency situation exists, and if not detrimental to the

528 job in the opinion of the commanding officer.

529

530 13.3 General

531

532 13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death  
533 or 5 days from the date of the funeral, whichever is later.

534

535 ARTICLE 14

536

536 SICK LEAVE

537

538 14.1 Line and Day Personnel

539

540 14.1.1 Line personnel shall accumulate sick leave with pay at the rate of  $\frac{3}{4}$ 's of a  
541 working day for each full month of employment with no limit on accumulation.  
542 All day personnel shall accumulate assigned sick leave with pay at the rate of one  
543 working day per month with no limit on accumulation. Employees of the Fire  
544 Department shall continue to accumulate sick leave whenever listed on the  
545 payroll.

546

547 14.1.2 In order to be granted sick leave an employee must:

548

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

554

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

557

558 (c) Be legitimately ill or attending to a member of the immediate family who  
559 is ill and unable to care for themselves or make other arrangements for  
560 care.

561

562 (i) For purposes of this article, "immediate family" shall mean  
563 spouse, parent, stepparent, child, step child, foster child,  
564 guardian, or sibling.

565

566 14.1.3 All sick leave requested is subject to verification. The department head may  
567 request reasonable evidence from the employee to achieve verification.

568

569 14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the  
570 labor agreement. To avoid misuse, management may periodically review  
571 amounts of use as well as patterns of use and counsel employees on problem

572 areas. A pattern in and of itself, does not constitute abuse.  
573

574 14.1.5 Catastrophic Illness: During the period commencing 3 years prior to the  
575 employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if  
576 the employee is injured or ill for more than 50 consecutive calendar days, but  
577 less than 6 calendar months, there will be no reduction from the employee's sick  
578 leave accumulation. In order to receive this benefit, the employee must have  
579 reached (95 days of sick leave for line personnel, 135 days of sick leave for day  
580 personnel) at some point in their career. The employee shall perform alternative  
581 duty if it is available and the employee is capable of performing same.  
582

583 14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement,  
584 the employee's sick leave to a maximum allowable payout of 95 working days for line  
585 personnel and with a 1.42 conversion factor for day personnel shall be placed in an  
586 escrow account for purposes of payment of employee's health insurance premiums. The  
587 employee may convert earned, unused vacation days to sick leave days during the  
588 employee's last 5 years of employment, the number of days not to exceed the dollar  
589 amount needed to pay health insurance premiums until age 65. All employees reaching  
590 normal retirement or disability prior to attaining such age shall be eligible to continue in  
591 the City's health insurance group plan until the age of 65. However, when an employee  
592 reaches the age of 65 and the employee's spouse is still under the age of 65, the  
593 account can still be used by the spouse to pay health insurance premiums until such  
594 time that the spouse reaches age 65 or the total account is expended, whichever occurs  
595 first. If funds remain in the employee's escrow account at age 65, these funds may be  
596 used to purchase supplemental Medicare insurance from the present health insurance  
597 carrier for the employee and spouse until the escrow account is depleted. The City shall  
598 pay all of the monthly premium payable, provided that the total amount expended for  
599 such insurance for each retired employee shall be limited to an amount equal to the  
600 percentage set forth below of the value of any accumulated and unused sick pay  
601 standing to the credit of that employee as of that employee's date of retirement:  
602

603 100% for employees retiring under disability retirement

604 100% for employees retiring into the State Retirement System  
605

606 After the amount expended for any employee reaches the limit for such employee, the  
607 monthly premiums shall thereafter be paid by the employee.  
608

609 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed  
610 amount for health insurance premium payment purposes.  
611

612 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to  
613 apply the escrowed amount for health insurance premium payment purposes  
614 upon the death of the surviving spouse. Remarriage of the surviving spouse will  
615 terminate the eligibility of dependent children for this benefit.

616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647

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

ARTICLE 15  
VACATIONS

15.1 Line Personnel

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

Vacation days shall be credited on January 1 of each year. No employee shall receive a vacation until 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       |

648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691

### 15.1.2 Line Personnel Vacation Selection

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

- 692 (k) Available Days
- 693
- 694 (i) Check to make sure that no one transferring onto the shift has a
- 695 right to those days by virtue of having previously drawn an
- 696 overlapping block on another shift.
- 697
- 698 (ii) If days are still vacant after (i) above is completed, then said days
- 699 shall be on a first come/first serve basis.
- 700
- 701 (l) Days vacated due to transfers will not be filled.
- 702

703 15.2 Day Personnel

704 15.2.1 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 |

707 15.3 General

708 15.3.1 Preference in vacation time shall be in order of department seniority; however,

709 the vacation schedule may be amended by department's needs caused by an

710 emergency or related nature.

711

712

713 15.3.2 A line employee cannot carry over more than 15 vacation days and staff

714 personnel employees cannot carry over more than 30 vacation days at the end

715 of the calendar year. Employees will be allowed to carry over in excess of the

716 maximum accumulation of vacation days subject to the following:

717

- 718 (a) The employee had appropriately scheduled and received approval for the
- 719 vacation usage.
- 720
- 721 (b) The employee was unable to use the vacation as scheduled due to:
- 722
- 723 (i) An employee injured in the line of duty for which the employee
- 724 received temporary total disability (TTD) benefits through
- 725 Worker's Compensation or as a result of a duty-incurred heart or
- 726 respiratory impairment covered under the State's Presumptive
- 727

728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771

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.

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

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

ARTICLE 16  
PERSONAL LEAVE

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

772 personal leave days accrued during the second calendar year of employment, must be  
773 utilized by the end of the second calendar year of employment.

774  
775 ARTICLE 17  
776 HOURS OF WORK  
777

778 17.1 Line Personnel  
779

780 17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of  
781 24 consecutive hours commencing at 7:00 a.m.  
782

783 17.1.2 Definition of a work week for line personnel: The normal work week shall consist  
784 of 53 hours with a normal 3 platoon system under the procedure of the  
785 California Plan as established January 1, 1968 and modified by the City of Green  
786 Bay to comply with the provisions of the Fair Labor Standards Act.  
787

788 17.1.3 Overtime worked beyond an average of 53 hours under the modified California  
789 Plan will be compensated at the rate of 1½ times the regular hourly rate for line  
790 personnel pursuant to the final FLSA regulations.  
791

792 (a) For overtime computation, holidays, vacation time, sick leave and funeral  
793 leave shall be considered as time worked.  
794

795 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum  
796 staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be  
797 considered as individual/separate groups for the purposes of overtime.  
798

799 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4  
800 hours for any call-in time from regular off-duty time with the following  
801 exceptions.  
802

803 (a) Classes, training, physical exams and other non-fire suppression work will  
804 be paid for actual hours worked provided that the employee knew or  
805 reasonably should have known of the event 7 calendar days in advance.  
806

807 (b) Employees called in to be interviewed in possible cases of employee  
808 discipline will be paid for actual hours worked. Unless an emergency  
809 exists, such interviews shall be scheduled during the employee's normal  
810 hours of work.  
811

812 17.1.6 When persons are offered and accept overtime through the normal rotation  
813 process they will serve in the specific position for which they were called.  
814

815 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours

816 of work when they are able to secure another employee to work in their place  
817 provided:

- 818
- 819 (a) Such substitution does not impose any additional costs on the City.
- 820
- 821 (b) The officer in charge of the house is notified.
- 822
- 823 (c) The Battalion Chief in charge of the platoon is notified as soon as possible  
824 by the officer in charge of the house on the same platoon.
- 825
- 826 (d) Neither the Fire Department nor the City is held responsible for enforcing  
827 any agreement made between employees. It is understood that an  
828 employee's first responsibility is to the employee's position with the City.
- 829
- 830 (e) The trade is made one rank above to one rank below the trader's rank.  
831 The person accepting the trade must be able to do the normally assigned  
832 job of the person for whom they are working. Paramedics shall be  
833 allowed to trade with non-paramedics so long as there is no cost to the  
834 City. Also, once a trade has been approved by management it cannot be  
835 cancelled by management.
- 836
- 837 (f) Once approved, a trade shall be deemed to change the regular schedule  
838 of the individuals involved in the trade for all purposes except application  
839 of the Fair Labor Standards Act. The individual who will be working the  
840 trade shall be responsible for reporting the trade to the Battalion Chief.  
841 (i.e., phone call, intra-department memo, Telestaff) and shall be  
842 responsible for reporting to work on the day traded and be subject to all  
843 department regulations and terms of the contract.

844

845 17.1.8 Employees called to testify in court proceedings on incidents arising from work  
846 as a member of the City of Green Bay Fire Department shall be paid a minimum  
847 of 4 hours pay for such court appearance. To be eligible for such pay, employees  
848 ordered into court shall immediately notify the Chief's office. Determination of  
849 job relatedness shall be made at the time of such notification.

850

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

855

856 17.2 Day Personnel

857

858 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼  
859 hours.

860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903

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.

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 Inspection and Training Division) shall receive a day off with pay on the following holidays: New Years Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, September 11<sup>th</sup>, Columbus Day, Thanksgiving Day and Christmas Day. If the Chief requires an employee to work one of these days, then that employee shall receive an additional 8 hours of pay at the straight time rate.

- 904 (b) Line holiday pay shall be paid by separate equal checks on the first non-  
905 payday Friday in May and November of each year.  
906  
907 (c) Employees first employed during the calendar year and employees  
908 terminating employment during the calendar year shall receive holiday  
909 pay on a pro rata basis for the actual time employed.  
910

911 ARTICLE 19  
912 RATES OF PAY  
913

- 914 19.1 The pay of employees of the Fire Department occupying classified positions, shall be  
915 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis  
916 and are based on full-time employment.  
917  
918 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12 hour  
919 shift, the employee shall receive out of grade pay for the actual hours worked in that  
920 classification. When working out of grade as a battalion chief, the employee will receive  
921 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of  
922 grade documentation shall be maintained by the House Captain.  
923  
924 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade  
925 except in emergency situations of a temporary nature. Such employees shall have the  
926 ability to void such waiver but shall not be eligible for promotion until 12 months after  
927 the waiver is nullified.  
928

929 ARTICLE 20  
930 SHIFT DIFFERENTIAL  
931

- 932 20.1 Line and Shift Personnel  
933  
934 20.1.1 In lieu of shift differential, line and shift personnel shall receive an additional \$20  
935 per month or 1/3 of the shift premium that Police Officers receive for working  
936 their second shift, or 1/7 the total second and third shift premium enjoyed by  
937 the Police Department, whichever is higher.  
938

939 ARTICLE 21  
940 CLOTHING ALLOWANCE  
941

- 942 21.1 The budget of the Fire Department shall have an account to be known as "Clothing  
943 Allowance" which shall be administered per Fire Department Work Orders.  
944  
945 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of  
946 uniform clothing as determined by the Chief. Upon successful completion of the  
947 probationary period (one year) they shall receive funds to purchase a dress uniform and

- 948 their normal yearly allotment.  
949  
950 21.3 Members shall be allowed to draw \$415 per annum from the clothing account.  
951  
952 21.4 The Chief shall have discretion as to types of clothing allowed to be purchased by  
953 employees of the department.  
954  
955 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of  
956 safety glasses per year including prescription glasses. (This does not include the cost of  
957 the examination. Glasses will be in "regular frames" i.e. W.O.S.).  
958  
959 21.5.1 The City will replace or repair required prescription safety glasses which are lost,  
960 broken, or damaged on the job.  
961  
962 21.5.2 Employees who are not required to wear safety glasses may purchase them  
963 through the City.  
964

965 ARTICLE 22  
966 LONGEVITY  
967

- 968 22.1 \$10 per month at the first pay period following the anniversary marking the beginning  
969 of the 8<sup>th</sup> year of service.  
970  
971 22.2 An additional \$10 per month at the first pay period of the 12<sup>th</sup> year of service.  
972  
973 22.3 An additional \$10 per month at the first pay period following the anniversary marking  
974 the beginning of the 16<sup>th</sup> year of service.  
975  
976 22.4 Maximum longevity payment is \$30 per month.  
977

978 ARTICLE 23  
979 PENSION  
980

- 981 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an  
982 amount equal to that paid by general municipal employees.  
983

984 ARTICLE 24  
985 EMERGENCY MEDICAL SERVICE  
986

- 987 24.1 Compensation  
988  
989 24.1.1 EMS-Certified personnel shall be compensated according to the following  
990 schedule:  
991



1036 disease shall receive full pay while disabled not to exceed 180 calendar days. At  
1037 the end of the 180 calendar day period, if more time is needed, a request to the  
1038 Personnel Committee shall be made and the Personnel Committee may grant  
1039 additional time as they deem necessary.

1040  
1041 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law  
1042 shall be figured from an employee's base salary and the following fringe benefits  
1043 – longevity, clothing allowance, holiday pay, City's contribution to employee's  
1044 and family's plan of health insurance.

1045  
1046 25.1.4 Employee's survivors shall receive a pension payment from the City whether  
1047 employee is actively employed or on pension equal to 1/3 of the employee's base  
1048 salary and the following fringe benefits – longevity, clothing allowance, holiday  
1049 pay, City's contribution to employee's life insurance, and City's contribution to  
1050 employee's and family's plan of health insurance. There shall be an additional  
1051 payment of \$15 per month for each of the employee's children under the age of  
1052 18. This is to clarify Section 66.191 or applicable state or federal law.

1053  
1054 25.1.5 Employee's survivors shall receive payment for days employee has worked prior  
1055 to their death along with vacation and holiday pay earned.

1056  
1057 ARTICLE 26  
1058 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

1059  
1060 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with  
1061 the annual physical which is required of each firefighter. Employees will pay 12.5% with  
1062 a 1.25% add on if spouse does not participate in the HRA for health care insurance  
1063 benefit and the City will pay the remaining premium. The spouse add on will not apply if  
1064 the City discontinues the HRA program.

1065  
1066 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for  
1067 dental insurance benefits.

1068  
1069 ARTICLE 27  
1070 LIFE INSURANCE

1071  
1072 27.1 The City shall maintain a group life insurance company policy of \$30,000 double the  
1073 indemnity. Employees shall have the option to purchase an additional \$20,000 of life  
1074 insurance for themselves. Additionally, life insurance for spouse and dependent children  
1075 shall be made available as an option in the amounts of \$20,000 for spouse and \$10,000  
1076 for each dependent. Employees shall pay all premium costs for the additional optional  
1077 insurance through payroll deduction.

1078  
1079

ARTICLE 28  
EDUCATION CREDITS

1080  
1081  
1082  
1083  
1084  
1085  
1086  
1087  
1088  
1089  
1090  
1091  
1092  
1093  
1094  
1095  
1096  
1097  
1098  
1099  
1100  
1101  
1102  
1103  
1104  
1105  
1106  
1107  
1108  
1109  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1120  
1121  
1122  
1123

- 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.

1124  
1125 ARTICLE 32  
1126 FIRE MARSHAL OFFICE  
1127

1128 32.1 There shall be a one year probationary period for personnel assigned to the Fire Marshal  
1129 Office. Personnel assigned to the Fire Marshal Office must remain in the position for a  
1130 minimum of one year from initial assignment.

1131  
1132 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is  
1133 approved, the employee must remain on the job until a qualified replacement is trained  
1134 and ready to assume the duties of the position.

1135  
1136 32.3 Members of the Fire Marshal Office are to receive vacation on the Day Personnel  
1137 vacation schedule according to Article 15, Schedule B of this agreement.

1138  
1139 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.  
1140

1141 ARTICLE 33  
1142 MISCELLANEOUS  
1143

1144 33.1 In the event federal or state legislation is enacted concerning pay for overtime which  
1145 would result in the City paying members of the Bargaining Unit overtime pay for the  
1146 normal work week or day as set forth in this agreement, the work week and day as set  
1147 shall be renegotiable.

1148  
1149 33.2 To provide the Fire personnel needed at special events (including without limitation by  
1150 enumeration, the 4<sup>th</sup> of July, Art Street, etc), a list shall be posted by the department  
1151 administration. This list shall ask for volunteers to work the event. Those who  
1152 volunteer will be called out by seniority with qualifications. "Special events" shall  
1153 include Packers football games; payment for the Packers football games shall be at the  
1154 double time (2x) rate.

1155  
1156 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct  
1157 employees to work at the events inversely by seniority as qualified. A further  
1158 stipulation shall apply as regards the calling to work of non-volunteers by inverse  
1159 seniority as qualified and that shall be: As an employee is ordered to work  
1160 because of their position in seniority shall after such work be eliminated from  
1161 the eligibility list or directed call-in at subsequent events in that calendar year.  
1162 However both parties understand that the major determinant of call-in is  
1163 departmental need at the events and notwithstanding the waiver given above  
1164 regarding a person who has already worked a game by non-volunteer call-in,  
1165 that person can be called in again if no qualified person is available.

1166  
1167 33.3 The employer and Union agree that the recent transfer of the City Health Department to

1168 Brown County will not impact our delivery of occupational health services to members  
1169 of Local 141. The individuals or agencies providing those services may change, but the  
1170 City agrees that those changes will have no impact on the health and safety of members  
1171 of Local 141.

1172  
1173 33.4 It is agreed and understood that the City's third party administrator for health and  
1174 dental insurance has drafted a new booklet to address recent changes in the insurance  
1175 industry. This memorandum will serve as the City's guarantee that the level of benefits  
1176 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.  
1177 The only coverage changes in the booklet will be those that have been negotiated and  
1178 agreed upon.

1179  
1180 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a  
1181 superior officer of the Fire Department, are under no duty to take action when faced  
1182 with an emergency. Any employee, while on duty, may however, respond to an  
1183 emergency as a private individual. While on duty, the authority granted in Section  
1184 213.095, Wis. Stats. shall apply as provided therein.

1185  
1186 Employees who have the opportunity to respond to an emergency while off duty, and  
1187 who don't, will not be held accountable for such decision and, therefore, there can be  
1188 no discipline for such decision and inaction.

1189

1190 ARTICLE 34  
1191 DRUG TESTING

1192

1193 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice  
1194 of the provisions for the department drug testing program.

1195

1196 34.2 Discussion. It is the policy of this department that the critical mission of the fire service  
1197 justifies maintenance of a drug-free work environment through the use of a reasonable  
1198 employee drug testing program.

1199

1200 The fire fighting profession has several uniquely compelling interests that justify the use  
1201 of employee drug testing. The public has a right to expect that those who are sworn to  
1202 protect them are, at all times, both physically and mentally prepared to assume these  
1203 duties. There is sufficient evidence to conclude that the use of controlled substances  
1204 and other forms of drug abuse will seriously impair an employee's physical and mental  
1205 health and thus job performance.

1206

1207 Where fire service officers participate in illegal drug use and drug activity, the integrity  
1208 of the profession and public confidence in that integrity are destroyed. This confidence  
1209 is further eroded by the potential for corruption created by drug use.

1210

1211 Therefore, in order to ensure the integrity of the department and to preserve public

1212 trust and confidence in a fit and drug-free fire fighting profession, this department shall  
1213 implement a drug testing program to detect prohibited drug use by sworn employees.

1214  
1215 34.3 Definitions

1216  
1217 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire  
1218 service powers and authority.

1219  
1220 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,  
1221 in accordance with departmental procedures, for chemical analysis to detect  
1222 prohibited drug usage.

1223  
1224 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge  
1225 sufficient to induce an ordinary prudent and cautious person to believe that an  
1226 individual is using or under the influence of drugs or other controlled substances.

1227  
1228 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary  
1229 employee shall be considered to be any person who is conditionally employed  
1230 with the department as a sworn employee.

1231  
1232 34.4 Procedures

1233  
1234 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary  
1235 and sworn employees, while on and off duty:

- 1236  
1237 (a) No employee shall illegally possess any controlled substance.
- 1238  
1239 (b) No employee shall ingest any controlled or other dangerous substance,  
1240 unless as prescribed by a licensed medical practitioner.
- 1241  
1242 (c) Any employee who unintentionally ingests, or is made to ingest, a  
1243 controlled substance shall immediately report the incident to their  
1244 Battalion Chief so that appropriate medical steps may be taken to ensure  
1245 the employee’s health and safety.
- 1246  
1247 (d) Any employee, having a reasonable basis to believe that another  
1248 employee is illegally using, or is in possession of any controlled  
1249 substance, shall immediately report the facts and circumstances to the  
1250 Battalion Chief on the shift. Training shall be provided on identification  
1251 and handling of such situations.
- 1252  
1253 (e) Discipline of sworn employees for violation of this policy shall be in  
1254 accordance with the due process rights provided in the department’s  
1255 discipline and grievance procedures.

1256  
1257  
1258  
1259  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1270  
1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279  
1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1290  
1291  
1292  
1293  
1294  
1295  
1296  
1297  
1298  
1299

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 available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.  
  
Any member who refuses to submit to this form of testing for judgment, fitness, and readiness for duty, shall be immediately removed from their special assignments.
- (d) Any sworn employee of this department who is directly involved in a serious fire incident shall be required by a non-union supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A serious incident is defined as a fire vehicle accident in which serious injury is sustained by any involved employee or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the employee is not at fault in the accident, no drug test will be required. A directly involved employee is one who is the driver of the fire vehicle.
- (e) Any employee who in the carrying on of their duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be

1300 administered and no disciplinary action will be taken if the tests are  
1301 positive and the employee can prove that ingestion was involuntary.

1302  
1303 (f) Beginning in 1993, the department shall randomly test members of the  
1304 bargaining unit. Such test shall occur once per year per shift with no  
1305 announcement of time or date. The method for random selection shall  
1306 be such that each member of the bargaining unit has an equal chance of  
1307 being selected. No one shall be tested randomly more than twice every 5  
1308 years. Every employee in the department shall be tested at least once  
1309 every 5 years. This shall not apply to causes for testing provided  
1310 elsewhere in this article.

1311  
1312 34.4.4 Drug Testing Procedures

1313  
1314 (a) The testing procedures and safeguards provided in this policy to ensure  
1315 the integrity of department drug testing shall be adhered to by any  
1316 personnel administering drug tests.

1317  
1318 (b) Personnel authorized to administer drug tests shall require positive  
1319 identification from each employee to be tested before they enter the  
1320 testing area. This shall consist of picture ID that is government or  
1321 employer issued.

1322  
1323 (c) All employees whose urinalysis is not negative shall have a post-test  
1324 interview with qualified medical personnel to ascertain and document  
1325 the recent use of any prescription or non-prescription drugs, or any  
1326 indirect exposure to drugs that may result in a positive test result.

1327  
1328 (d) The bathroom facility of the testing area shall be private and secure.

1329  
1330 (i) Authorized testing personnel shall search the facility before an  
1331 employee enters it to produce a urine sample, and document that  
1332 it is free of any foreign substances.

1333  
1334 (e) Where the employee appears unable or unwilling to give a specimen at  
1335 the time of the test, testing personnel shall document the circumstances  
1336 on the drug test report form. The employee shall be permitted no more  
1337 than 3 hours to give a sample; during which the employee shall remain in  
1338 the testing area. If the employee leaves the area, it is considered a  
1339 refusal to test. Up to and not exceeding 40 ounces of water may be given  
1340 to the employee to encourage urination. Failure to submit a sample shall  
1341 not be considered a refusal to submit to a drug test until the individual  
1342 has been examined by a doctor to determine if the individual has a pre-  
1343 existing medical condition which would prohibit the donor from

1344 supplying the specimen.

1345

1346 (f) Employees shall have the right to request that their sample be split and  
1347 stored in case of legal disputes. The urine samples must be provided at  
1348 the same time, and marked and placed in identical specimen containers  
1349 by authorized testing personnel. One sample shall be submitted for  
1350 immediate drug testing. The other sample shall remain at the facility in  
1351 frozen storage for one year. This sample shall be made available to the  
1352 employee or their attorney should the original sample result in a legal  
1353 dispute or the chain of custody be broken.

1354

1355 (g) Specimen samples shall be sealed in the presence of the participants,  
1356 labeled, and checked against the identity of the employee to ensure the  
1357 results match the tested specimen. All collections are handled  
1358 forensically, which means they are labeled, double-sealed, double-  
1359 checked for accuracy and completeness, stored in a secure, locked  
1360 refrigerator until testing, and accompanied by a forensic chain-of-  
1361 custody.

1362

1363 (h) Whenever there is a reason to believe that the employee may have  
1364 altered or substituted the specimen to be provided, a second specimen  
1365 shall be obtained immediately under direct supervision of the testing  
1366 personnel.

1367

#### 1368 34.4.5 Drug Testing Methodology

1369

1370 (a) The testing or processing phase shall consist of a two-step procedure:

1371

1372 (i) Initial screening test as defined in 34.4.5(b). (All employees shall  
1373 receive the same initial screening test.)

1374

1375 (ii) Confirmation test (GCMS)

1376

1377 (b) The urine sample is first tested using the initial drug screening procedure.  
1378 An initial positive test result will not be considered conclusive; rather, it  
1379 will be classified as "confirmation pending." Notification of test results to  
1380 the Chief shall be held until the confirmation test results are obtained.

1381

1382 (c) A specimen testing positive will undergo an additional confirmatory test.  
1383 The confirmation procedure shall be technologically different and more  
1384 sensitive than the initial screening test. No positive results will be  
1385 reported to management until all confirming tests have been conducted  
1386 and the medical interview with the Medical Review Officer (MRO) has  
1387 been completed. This shall include a six mono acetyl morphine test when

1388  
1389  
1390  
1391  
1392  
1393  
1394  
1395  
1396  
1397  
1398  
1399  
1400  
1401  
1402  
1403  
1404  
1405  
1406  
1407  
1408  
1409  
1410  
1411  
1412  
1413  
1414  
1415  
1416  
1417  
1418  
1419  
1420  
1421  
1422  
1423  
1424  
1425  
1426  
1427  
1428  
1429  
1430  
1431

codeine is detected in the GCMS test.

- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) US Department of Transportation regulations 49CFR Part 40 shall be used for purposes of determining which substances will be tested for under this Article as well as the levels which will constitute a positive test.
- (f) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
- (g) Employees having a negative drug test result shall receive memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file
- (h) Any employee who breaches the confidentiality of testing information shall be subject to discipline.

34.4.6 Chain of Evidence - Storage

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

34.4.7 Drug Test Results

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

34.5 Actions Taken/Positive Result.

1432 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,  
1433 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the  
1434 individual's employment shall be terminated. If the test is determined to be  
1435 inconclusive, then the City shall not have just cause for termination.

- 1436  
1437 (a) The exception shall be forced use as defined in 34.4.1(c).  
1438  
1439 (b) If an employee tests positive for a drug which was legally prescribed and  
1440 led to their addiction to that drug then the employee shall be given an  
1441 opportunity to rehabilitate according to paragraph 34.5.2.  
1442

1443 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline  
1444 and referred to the Employee Assistance Program.

- 1445  
1446 (a) The employee shall be subject to mandatory random testing for a period  
1447 of two years.  
1448  
1449 (b) The Employee Assistance Program shall not be a substitute for  
1450 disciplinary action if other rules and regulations have been violated or  
1451 crimes committed.  
1452  
1453 (c) A second positive test for marijuana shall be grounds for termination.  
1454 However, employees who test negative for two years after rehabilitation  
1455 will not be dismissed if their second positive test for marijuana occurs  
1456 more than ten years after the last positive test. In that case the  
1457 employee will be afforded rehabilitation one more time.  
1458

1459 34.5.3 A positive test shall be defined as a confirmation test which establishes  
1460 conclusively that the employee has ingested one of the drugs in question.  
1461

1462 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this  
1463 policy shall be terminated from employment as a fire service employee.  
1464

1465 ARTICLE 35  
1466 RESIDENCY  
1467

1468 35.1 All employees will be required to maintain residency within Brown County, counties  
1469 which are contiguous to Brown County, or Southern Door County. Anytime non-  
1470 residency for Firefighter Local 141 employees exceeds 20%, the City may re-impose  
1471 residency requirements on new hires until 80% residency is achieved.  
1472

1473 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring  
1474 simultaneously, the department orders off-duty personnel to staff reserve apparatus by  
1475 telephone call in. In these or any other emergent situation, members shall be called

1476 without regard to the normal overtime calling procedures. In the interest of rapid  
1477 replacement of low staffing levels in these emergent situations, personnel living outside  
1478 of the area defined below shall be excluded from the initial calling procedure.

1479  
1480 Starting at the east shoreline of Green Bay at the town line of The Town of Scott and  
1481 The Town of Green Bay.

1482  
1483 Then south to the intersection of highway 57 and county trunk T.

1484  
1485 Then south on county trunk T to Langes Corners Road.

1486  
1487 Then west along Langes Corners Road to county trunk G.

1488  
1489 Then south on county trunk G to county trunk X.

1490  
1491 Then west along a line established by county trunks X, OO and ZZ and extensions  
1492 thereof to the Fox River.

1493  
1494 Then west across the Fox River.

1495  
1496 Then west along a line established by Nelson Lane, Hickory Road and extensions thereof  
1497 to Lawrence Drive.

1498  
1499 Then south on Lawrence Drive to county trunk S.

1500  
1501 Then west on county trunk S to county trunk U.

1502  
1503 Then north along a line established by county trunk U, Kunesh North Road and  
1504 extensions thereof to Northway Drive.

1505  
1506 Then east on Northway Drive, county trunk B and Sunset Beach Road to the west  
1507 shoreline of Green Bay.

1508  
1509 Then along the west, south and east shorelines of Green Bay to the town line between  
1510 The Town of Scott and The Town of Green Bay.

1511  
1512 ARTICLE 36

1513 DURATION AND NEGOTIATION TIME TABLE

1514  
1515 36.1 This agreement shall become effective as of January 1, 2012 and remain in force and  
1516 effective to and including December 31, 2014 and shall renew itself for additional one  
1517 year periods until and unless either party, prior to July 1, before the expiration of this  
1518 agreement and the expiration of any of its renewal dates, notify the other party in  
1519 writing that it desires to alter or amend the same at the end of the contract.

1520

1521 36.2 Negotiations may begin at any time prior to July 1.

1522

1523

1524 Signed and dated this 5<sup>th</sup> day of January, 2012.

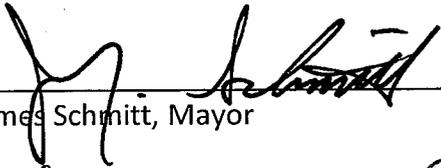
1525

1526 CITY OF GREEN BAY

1527

1528

1529

1530   
James Schmitt, Mayor

1531

1532

1533

1534   
Lynn M. Boland, Human Resources Director

1535

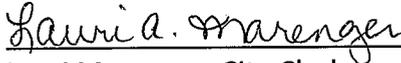
1536

1537 Attest:

1538

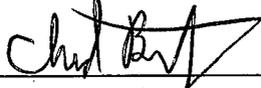
1539

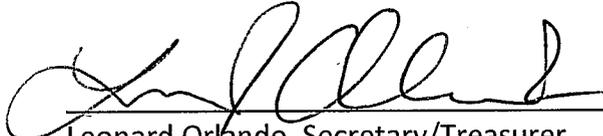
1540

1541   
Lauri Marenger, City Clerk

CITY OF GREEN BAY FIRE FIGHTERS

LOCAL 141

  
Chad Bronkhorst, President

  
Leonard Orlando, Secretary/Treasurer

1542  
 1543  
 1544  
 1545  
 1546

SCHEDULE "A"  
 WAGES

Bi-weekly pay rates for uniformed personnel

| POSITION                                | 1/1/2012    | 4/1/2013<br>2% | 1/1/2014<br>4% |
|---|-------------|----------------|----------------|
| New Hire                                | \$ 1,257.32 | \$ 1,282.47    | \$ 1,333.77    |
| After 1 Year                            | \$ 1,560.81 | \$ 1,592.03    | \$ 1,655.71    |
| After 2 Years                           | \$ 1,864.30 | \$ 1,901.59    | \$ 1,977.65    |
| Private                                 | \$ 2,167.79 | \$ 2,211.15    | \$ 2,299.59    |
| Private (after 6 years service)         | \$ 2,226.93 | \$ 2,271.47    | \$ 2,362.33    |
| Top Firefighter Rate                    |             |                |                |
| Engineer (less than 11 years service)   | \$ 2,307.48 | \$ 2,353.63    | \$ 2,447.77    |
| Engineer (after 11 years service)       | \$ 2,333.93 | \$ 2,380.61    | \$ 2,475.83    |
| Lieutenant (less than 17 years service) | \$ 2,457.23 | \$ 2,506.37    | \$ 2,606.63    |
| Lieutenant (after 17 years service)     | \$ 2,497.50 | \$ 2,547.45    | \$ 2,649.35    |
| Captain                                 | \$ 2,672.62 | \$ 2,726.07    | \$ 2,835.12    |
| EMT                                     | \$ 61.24    | \$ 62.47       | \$ 64.96       |
| Paramedic                               | \$ 94.64    | \$ 96.54       | \$ 100.40      |

1547  
 1548  
 1549  
 1550  
 1551  
 1552  
 1553  
 1554  
 1555  
 1556  
 1557  
 1558  
 1559  
 1560  
 1561

- (1) The employee designated to maintain the S.C.B.A shall be paid \$14 for each scheduled duty day in addition to their regular pay.
  - (a) An apprentice S.C.B.A. maintenance position shall be created and shall be compensated at \$7 per scheduled duty day.
  - (b) The person obtaining the apprenticeship shall be required to switch shifts if needed for a period of time not to exceed 6-months for training purposes.
- (2) A position entitled "Street Book Technician" shall be created. This position will be compensated at the rate of \$10 per scheduled duty day.
- (3) Management shall exercise its discretion in starting new employees above step 1.

- 1562 (4) An employee shall receive the "Private After 6-Years" salary upon completion of six  
1563 years of service, provided they have successfully completed Wisconsin Certified  
1564 Driver/Operator Pumper and Aerial and has Wisconsin EMT certification.  
1565
- 1566 (5) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-  
1567 years of service, provided they have successfully completed Wisconsin Certified Fire  
1568 Officer I and has Wisconsin EMT certification.  
1569
- 1570 (6) If the employee with more than 6-years service is promoted to Engineer prior to 11-  
1571 years, then the employee shall receive 75% of the difference between Private with 6-  
1572 years service and Engineer with 11-years service. The employee must take a promotion  
1573 whenever available; otherwise the employee's salary reverts to the Private 6-year rate.  
1574 An Engineer must maintain EMS certification; failure to do so will result in the employee  
1575 being returned to the Private after 6 years of service rate.  
1576
- 1577 (7) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of  
1578 17-years of service, provided they have successfully completed Wisconsin Certified Fire  
1579 Officer I and has Wisconsin EMT certification.  
1580
- 1581 (8) If an employee with more than 11-years service is promoted to the position of  
1582 Lieutenant prior to having 17-years of service, then the employee shall be paid 75% of  
1583 the difference between Engineer 11-years of service rate and Lieutenant with 17-years  
1584 of service rate. The employee must take the promotion to Lieutenant whenever  
1585 available; otherwise the employee's salary reverts to the Engineer with 11-years of  
1586 service rate. A lieutenant must maintain EMS certification; failure to do so will result in  
1587 the employee being returned to the Private after 6-years of service rate.  
1588
- 1589 (9) All bi-weekly payroll checks shall be direct deposited to an account at a financial  
1590 institution of the employee's designation. Holiday paychecks may be direct deposited at  
1591 the discretion of the employee.  
1592

ATTACHMENT "B"

Article 26 – Health Insurance

(See Side Letter Regarding Status of This Attachment)

1593  
1594  
1595  
1596  
1597  
1598  
1599  
1600  
1601  
1602  
1603  
1604  
1605  
1606  
1607  
1608  
1609  
1610  
1611  
1612  
1613  
1614  
1615  
1616  
1617  
1618  
1619  
1620  
1621  
1622  
1623  
1624  
1625  
1626  
1627  
1628  
1629  
1630  
1631  
1632  
1633  
1634  
1635  
1636

26.3 Employees shall be covered by the levels of coverage, or greater, for surgical, medical, hospital, and dental insurance in force on December 31, 2004, except as modified below.

26.4 Effective January 1, 2006, the City shall pay 90% of the health insurance premium for employees with family coverage and 90% of the health insurance premium for employees with single coverage on the PPO health plan. The employee shall pay 10% of the health insurance premium for employees with family coverage and 10% of the health insurance premium for employees with single coverage on the PPO health plan.

26.5 Effective upon ratification, the City shall pay 92.5% of the dental premium for employees with family coverage and 92.5% of the dental premium for employees with single coverage. The employee shall pay 7.5% for family coverage and 7.5% for single coverage for the dental plan. The dental deductible shall be \$50/\$150. The dental plan maximum is \$2,500 including the tooth implant benefit.

26.6 Effective January 1, 2009, the health insurance premium share for employees shall be determined as follows:

26.6.1 Employees who together with their spouses participate in the HRA/Wellness Incentive Program as defined in Article 26, Paragraph E shall pay 7.5% of the health insurance premium and the City shall pay 92.5%.

26.6.2 The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. An employee's spouse is not required to participate in the program to obtain the discount in the calendar year in which they are married. The spousal participation requirement will be waived when the employee attests that the spouse resides at a separate address.

26.6.3 Employees who participate in the HRA/Wellness Program but their spouses do not shall pay 8.75% of the health insurance premium and the City shall pay 91.25%.

26.6.4 Employees who choose not to participate in the HRA/Wellness program shall pay 12.5% of the health insurance premium and the City shall pay 87.5%. This provision shall not apply if the City discontinues the HRA/Wellness Program.

- 1637 26.7 Participation in the HRA/Wellness Incentive Program requires that the Employee and his  
1638 or her spouse successfully complete the "Wellness Incentive Requirements for Physical  
1639 Exam". All wellness incentives must be completed in the year prior to receiving the  
1640 corresponding reduced premium share rate.  
1641
- 1642 26.8 Effective upon ratification, the health insurance deductible for the Plan shall be  
1643 \$150/\$450 in-network and \$300/\$900 out of network. Out of network co-insurance  
1644 payments shall be covered at 65%. Annual out of pocket maximums shall be \$150/\$450  
1645 in-network and \$900/\$2700 out of network.  
1646
- 1647 26.9 Effective January 1, 2005, a three-tier Rx plan will be implemented with a \$5 co-pay for  
1648 generic, \$15 co-pay for name brand preferred, \$25 co-pay for name brand non-  
1649 preferred. In cases where the generic and the preferred brands have been determined  
1650 by the attending physician to be ineffective, thus rendering the non-preferred brand  
1651 therapeutically necessary, the non-preferred brand shall be covered as a preferred  
1652 brand subject to medical necessity review and prior authorization by the current  
1653 administrator.  
1654
- 1655 26.10 Effective January 1, 2005, the PPO plan for health insurance shall include \$15 office co-  
1656 pay for office visits. There shall be a maximum of 3 office co-pay charges for employees  
1657 with single coverage and a maximum of 7 office co-pay charges for employees with  
1658 family coverage. In the event that there is a mistake in the billing practice of the  
1659 medical provider, the error shall be corrected.  
1660
- 1661 26.11 Retirees under age 65 shall be included under City Health and Welfare policy provided  
1662 that any additional cost to the City including administrative fees shall be paid by  
1663 beneficiaries and that participants in such program shall agree in writing to this  
1664 condition.  
1665
- 1666 26.12 That surviving spouses of the City employees who were members of the Health and  
1667 Welfare Group Plan be allowed to participate in the City's Group Plan upon payment of  
1668 the total premium if insurance cannot be otherwise obtained within a group plan,  
1669 survivors reaching 65 years of age.  
1670
- 1671 26.13 Any time there is a change in language on administration of health insurance, the City  
1672 shall notify the Union prior to implementation. If the Union feels that the language  
1673 change impacts on level of benefits, then it shall make a demand to bargain. If the City  
1674 feels that the change does not represent a mandatory subject of bargaining, then it  
1675 reserves the right to implement unless the WERC finds that the change does represent a  
1676 mandatory subject of bargaining.  
1677