

# AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, 2020 through December 31, 2023

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1

# AGREEMENT

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

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

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

13 ARTICLE 1  
14 RECOGNITION

15 1.1 The City agrees to recognize representatives of the International Association of Fire  
16 Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and  
17 working conditions for all nonsupervisory firefighters. The City and the Union will inform  
18 each other by official letter signed by the Mayor of the City of Green Bay and Local  
19 President of the Union as to whom has the power to negotiate.

20 1.2 A new firefighter will be considered a probationary employee for the first 12 months of  
21 employment. A firefighter on probation may be terminated at the sole discretion of the  
22 City with no rights to recall or rehire.

23 ARTICLE 2  
24 UNION SECURITY

25 2.1 If any test is made of the legality of this section, all costs and any liabilities accruing from  
26 such suit shall be answered by the Union.

27 2.2 The City shall deduct monthly dues and assessments from the wages of such employees  
28 as authorized such payroll deductions and forward as indicated on the written  
29 authorization form.

30 ARTICLE 3  
31 MANAGEMENT RIGHTS

32 3.1 The City retains all rights, powers or authority that it has prior to this contract as  
33 modified by this contract.

34 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in  
35 a manner that will undermine the Union or as an attempt to evade the provisions of this  
36 agreement or to violate the spirit, intent or purposes of this agreement.

37 ARTICLE 4  
38 UNION ACTIVITY

- 39 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will  
40 be allowed to hold its meetings at any fire station. This Article shall not operate as to  
41 prevent a steward from the proper conduct of any grievance in accordance with the  
42 procedure outlined in this agreement and shall not work to prevent certain routine  
43 business such as the posting of Union notices and bulletins. Representatives of the  
44 Union, local principle officers, and Wage Committee members may conduct Union  
45 business including, but not limited to, wage negotiations, Union meetings, grievance  
46 handling, etc., during the course of the working day for a reasonable period of time,  
47 provided permission is first obtained from the Chief or designee.
- 48 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such  
49 officer or member, and agrees also that time spent in the conduct of grievance and in  
50 bargaining shall not be deducted from the pay of the delegated employee  
51 representative of the Union. Local 141 agrees that the bargaining committee shall be  
52 limited to no more than six members.

53 ARTICLE 5  
54 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 55 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and  
56 conditions of employment of members of the bargaining unit. A grievant may be an  
57 employee or the Union. Upon the mutual agreement of the parties hereto, grievances  
58 involving the same issues may be consolidated in one proceeding. During the initial  
59 probationary period as a firefighter, an employee will not have recourse through the  
60 grievance and arbitration procedure for disciplinary action and/or dismissal.
- 61 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A  
62 written grievance shall contain the name and position of the grievant, the article and  
63 section number of the alleged violation, a clear and concise statement of the grievance,  
64 the relief sought, the date the incident or violation took place and the signature of the  
65 grievant and the date.
- 66 5.3 The Chief of the department may confer with the Union and such employees or other  
67 persons deemed appropriate by the Chief before making a determination.
- 68 5.4 The days indicated at each step should be considered a maximum. Days shall mean  
69 working days Monday through Friday, excluding holidays. The failure of the Union or the  
70 aggrieved party to file or appeal the grievance in a timely fashion as provided herein  
71 shall be deemed a waiver of the grievance. The party who fails to receive a reply in a  
72 timely fashion shall have the right to automatically proceed to the next step of the  
73 grievance procedure. The time limits may be extended by mutual consent.
- 74 5.5 Steps in the procedure may be waived by mutual agreement of the parties.
- 75 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall  
76 have the right to present the grievance in writing to the Chief within 15 working

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

81 5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant  
82 or the Union representative shall prepare a written grievance and present it to  
83 the Human Resources Director within 10 working days of the Chief's Response.  
84 The Human Resources Director shall review the grievance and shall respond in  
85 writing within 10 working days after receipt of the written grievance.

86 5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the  
87 Union representative shall present the written grievance to the Personnel  
88 Committee within 5 working days of the Human Resources Director's response.  
89 The Personnel Committee shall review the grievance and respond in writing  
90 within 5 working days after their decision which shall be made at the next  
91 regularly scheduled Personnel Committee meeting. In reaching their decision,  
92 the Personnel Committee may hold a fact-finding hearing after having received a  
93 written statement of fact and position by each party. The grievant and the Union  
94 shall be given a 5 day notice of said hearing.

95 5.5.4 Step 4. Arbitration

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

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

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

110 5.6 Disciplinary Proceedings

111 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined  
112 below.

113 5.6.2 In the event of such discipline, the employee or the Union may grieve the  
114 discipline under the grievance procedure set forth above in this Article, unless  
115 the employee exercises the rights available to the employee under Section  
116 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights,  
117 the Chief shall file charges with the Board only if the employee wishes to

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

121 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the  
122 terms of this Article, the standard to be applied by management and the  
123 appellate bodies shall be whether or not there is cause for the discipline given all  
124 of the facts and circumstance constituting the grounds for the imposition of  
125 discipline or the determination to file charges. Cause shall be determined by  
126 applying the following criteria:

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

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

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

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

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

140 f) Has the Chief, or designee, applied a disciplinary penalty without  
141 discrimination?

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

145 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the  
146 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the  
147 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,  
148 the Association, and the employee in question, and that no other discipline may  
149 be meted out to any employee based upon the subject matter of the grievance  
150 in question. In the event that a disciplinary matter is not grieved under the terms  
151 and conditions of the Grievance Procedure in the Labor Agreement, the City and  
152 the Chief may proceed in the matter of discipline of the employee in question as  
153 permitted by law, and the employee in question shall have no recourse to the  
154 Grievance Procedure in the Labor Agreement. Discipline of an employee shall  
155 only be done according to the terms and conditions of this Agreement; however,  
156 the Chief shall have the right to suspend any employee with pay pending the  
157 outcome of any grievance filed pursuant to this agreement, or under Section  
158 62.13, Wis. Stats.

159 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform  
160 the City of the names of the individuals so appointed and of any change thereafter  
161 made in such appointments. The City shall allow the representatives the necessary time  
162 to process grievances during the course of the duty day.

163 ARTICLE 6  
164 PROMOTIONS

165 6.1 When a position in the table of organization of the Fire Department is vacated or newly  
166 created, employees shall have the right of promotion to these positions on the basis of  
167 department seniority providing they have the necessary qualifications and ability as  
168 determined by the Chief, who shall follow the process outlined below:

169 6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who  
170 has achieved: a) a rating of “satisfactory” or above on their most recent performance  
171 evaluation, and b) meets the minimum experience requirements outlined in the job  
172 description for Engineer, and c) achieves a passing score of 70% or above on the  
173 Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator  
174 Aerial exam, and d) has Wisconsin EMT certification.

175 6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual  
176 who has achieved: a) a rating of “satisfactory” or above on their most recent  
177 performance evaluation, and b) a passing score of 70% or above on the Wisconsin  
178 Certified Fire Officer I exam, and c) a rating of “satisfactory” or above in the  
179 “assumption of duties” category of their last performance review, and d) has Wisconsin  
180 EMT certification. The written examination will be waived if a candidate has worked at  
181 least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out  
182 of grade work shall be documented by the officer in charge of the house at which the  
183 work was performed.

184 6.4 Promotion to Captain. The position shall be awarded to the most senior individual who  
185 has achieved: a) a rating of “satisfactory” or above on their most recent performance  
186 evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire  
187 Officer I exam, and c) a rating of “satisfactory” or above in the “assumption of duties”  
188 category of their last performance review. The written examination will be waived if a  
189 candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989  
190 until the date of the posting. Out of grade work shall be documented by the officer in  
191 charge of the house at which the work was performed.

192 6.5 In no case shall the rights and/or powers of management to promote or to transfer be  
193 exercised in an unreasonable, arbitrary or discriminatory manner. This shall include  
194 management’s approach to the performance evaluations. In cases where there is  
195 disagreement between an employee and a rater regarding the final evaluation, the  
196 employee shall have recourse to the grievance procedure. In grievance arbitrations  
197 involving performance evaluation, the arbitrator shall be charged with determining only  
198 whether the rater employed the agreed upon evaluation process appropriately.

199 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank

200 except in emergency situations of a temporary nature. Such employees shall have the  
201 ability to void the waiver, but shall not be eligible for promotion until 12 months after  
202 the waiver is nullified.

203 6.7 Definition of Department Seniority: A person or member's seniority started the minute  
204 they first reported to work and runs continuously thereafter provided, however, that  
205 personnel who have prior and continuous service with the City before becoming  
206 members of the Fire Department shall receive credit for those prior years of service only  
207 for the purposes of the rate of earning vacation time (but not in vacation selection) and  
208 longevity pay, but such prior service with the City shall in no way be used or credited for  
209 any other rights under this labor agreement. The provision for prior service credit shall  
210 be read as effective January 1, 1982. Department seniority shall be the primary  
211 application with all other applications derived therefrom except as modified herein.

212 6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department  
213 seniority by personnel working in a station for a period of 12 hours or more on  
214 any given day. Personnel not regularly assigned to the shift on-duty do not have  
215 in-house seniority.

216 6.8 If it occurs that management shall withhold approval of any posting, the Union shall  
217 expect and receive an explanation of such withholding. When assignments are made  
218 after posting, they shall not be changed unless the needs of the department demand  
219 such change, or if the successful applicant can show that their subsequent  
220 dissatisfaction is disruptive to work performance.

221 6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit  
222 shall be given the opportunity to return to the Union as the least senior employee in the  
223 rank from which they were promoted. This option will be available for 90 calendar days  
224 from the date of promotion and shall be allowed at either the employee's discretion or  
225 by managerial judgment. Employees returning to the Union in this fashion shall recover  
226 seniority for purposes of benefits and vacation selection.

227 6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional  
228 procedures. Such obligation extends to training opportunities if said procedures will  
229 have an impact on an employee's promotability.

230 6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a  
231 line officers position with the following criteria applying:

232 6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they  
233 shall serve a 90 calendar day internship as a line lieutenant during the year prior  
234 to their posting out of the staff position. This internship as a line officer may  
235 begin any time prior to, but no later than September 15 of each year.

236 6.11.2 Upon successful completion of the 90 calendar day internship, the employee  
237 shall be eligible to post for a line position through the normal posting procedure  
238 for a ranked position which their department seniority would qualify them.

239 6.11.3 If the employee does not successfully complete the 90 calendar day internship,  
240 they may return to their previously held staff position. They shall also have the

241 right to return to their previously held staff position at any time during the 90  
242 calendar day internship.

243 6.11.4 The employee is under no obligation to post for any line officer position even  
244 though the internship may have been successfully completed.

245 6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person  
246 who meets those qualifications shall be selected for that position.

247 ARTICLE 7  
248 TRANSFERS

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

252 7.1.1 Bi-Annual Posting Dates

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

269 7.1.2 Methods of Exercising Posting Rights

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

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

279 Chief or designee in writing of their intent. Two copies of this form shall be  
280 submitted and the employee retaining one signed copy.

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

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

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

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

300 7.4 The transfer process shall be the primary application with all other applications derived  
301 therefrom except as modified herein.

302 ARTICLE 8  
303 WORK RULES AND JOB DUTIES

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

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

318 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in  
319 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in  
320 existing work rules or the establishment of new work rules with the Union. They shall be  
321 posted for a period of 10 calendar days before becoming effective.

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

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

332 ARTICLE 9  
333 LEAVES OF ABSENCE

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

338 9.2 The Fire Chief may authorize an employee to be absent without pay for personal  
339 reasons for a period or periods not to exceed 10 working days in any one calendar year.

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

344 9.4 Maternity leave will be granted according to the Federal and State Family and Medical  
345 Leave Laws.

346 ARTICLE 10  
347 VOTING TIME

348 10.1 An employee shall be granted time off in order to cast their vote in all primary and  
349 general elections.

350 ARTICLE 11  
351 MILITARY LEAVE

352 11.1 Personnel of the Fire Department who leave or have left the City service by request of  
353 the Federal Government to enter active service in the Armed Forces of the United States  
354 and return, shall be entitled to their departmental seniority and the rate of pay and  
355 position they would have been entitled to had their service with the Fire Department

356 not been interrupted by service in the Armed Forces. Employees who are members of  
357 the National Guard or military reserve shall be granted military leave for any extended  
358 tour of duty requested by the federal government, and shall receive during such  
359 absence the wage differential between the employee's regular City wages and military  
360 wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a  
361 result of such military service. Any employee who serves in the Military Reserve or  
362 National Guard will be released from duty to attend required training and will only have  
363 pay deducted for actual days released from the Department. This paragraph does not  
364 apply to an employee drafted into the military consequent to the institution of a federal  
365 draft system or to voluntary periods of active duty service. Seniority shall continue  
366 accumulation throughout the leave. There shall be no accumulation of paid time off  
367 benefits during the leave. Employees on said leave shall have the option to keep City  
368 health and dental benefits during the leave, the same as for active employees.

369 ARTICLE 12  
370 JURY DUTY

371 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty  
372 before a court, public body or commission. Any payment received for jury duty will be  
373 retained by the employee and an equivalent amount will be deducted from the  
374 employee's gross pay for that period. The employee must submit a copy of the jury  
375 duty payment received to the Payroll Department. Reimbursement for expenses  
376 incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross  
377 pay.

378 ARTICLE 13  
379 FUNERAL LEAVE

380 13.1 Line Personnel

381 13.1.1 When there is a death in the immediate family of an employee (immediate  
382 family being defined as that of employee's spouse, parent, guardian, sister,  
383 brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law,  
384 or step parents) a maximum of two, 24-hour duty periods of leave will be  
385 granted with pay to such employee, if needed. Should such death occur during  
386 an employee's vacation, the employee shall receive the additional time off with  
387 pay at a time to be mutually agreed upon. Travel time to and from the funeral  
388 may be taken in addition to the 2 days referred to with the approval of the Fire  
389 Chief and may, at the employee's option, be counted as sick leave or vacation.

390 13.1.2 When there is a death in the family of an employee (family being defined as  
391 spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-  
392 law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty  
393 period of leave with pay will be granted to such employees, if needed.

394 13.1.3 All employees who act as pall bearers for any deceased person whose funeral  
395 takes place during regular working hours may also be granted time off with pay  
396 with the permission of the commanding officer. Permission shall be granted for

397 this service unless an emergency situation exists, and if not detrimental to the  
398 job in the opinion of the commanding officer.

399 13.2 Day Personnel

400 13.2.1 Whenever a death occurs to a member of the immediate family, the City shall  
401 compensate the employee for any time lost from work during the next 3  
402 succeeding days following said death which may include the day of death.  
403 Should the funeral be scheduled after the 3 succeeding days following said  
404 death, an employee shall be granted a day of funeral leave to attend the funeral.  
405 This may be extended to a maximum of 5 days in circumstances which require an  
406 employee to attend a funeral of a member of the immediate family at a distance  
407 in excess of 300 miles from Green Bay. This must be approved in advance by the  
408 Fire Chief. Should such death occur during an employee's vacation, the  
409 employee shall receive the additional time off with pay at a time to be mutually  
410 agreed upon. Compensation shall be at the regular hourly rate of said employee  
411 for a normal work day.

412 13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister,  
413 brother, child of employee, step child, grandchildren, grandparents, father-in-  
414 law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee  
415 or spouse. The City agrees to continue the practice of paying employees the  
416 remainder of the day's pay for time lost from work due to the death of  
417 individuals defined as immediate family.

418 13.2.3 All employees who act as pall bearers for any deceased person whose funeral  
419 takes place during regular working hours may also be granted time off with pay  
420 with the permission of the commanding officer. Permission shall be granted for  
421 this service unless an emergency situation exists, and if not detrimental to the  
422 job in the opinion of the commanding officer.

423 13.3 General

424 13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death  
425 or 5 days from the date of the funeral, whichever is later.

426 ARTICLE 14  
427 SICK LEAVE

428 14.1 Line and Day Personnel

429 14.1.1 Line personnel shall accumulate sick leave with pay at the rate of ⅓'s of a  
430 working day for each full month of employment with no limit on accumulation.  
431 All day personnel shall accumulate assigned sick leave with pay at the rate of one  
432 working day per month with no limit on accumulation. Employees of the Fire  
433 Department shall continue to accumulate sick leave whenever listed on the  
434 payroll.

435 14.1.2 In order to be granted sick leave an employee must:

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

447 14.1.3 All sick leave requested is subject to verification. The department head may  
 448 request reasonable evidence from the employee to achieve verification.

449 14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the  
 450 labor agreement. To avoid misuse, management may periodically review  
 451 amounts of use as well as patterns of use and counsel employees on problem  
 452 areas.

453 14.1.5 Employee’s will be required to provide a physician’s written confirmation of  
 454 illness or injury and return to normal duty by a City-designated medical provider  
 455 on the date of the illness or injury, at the City’s expense, if the employee calls in  
 456 sick the day prior to or the day after or between 2 or more scheduled days off.  
 457 For the purposes of sick leave certification and approval a scheduled day will  
 458 include vacation, holiday, shift-trade and FLSA day. Below is a table showing  
 459 examples of when a physician’s written confirmation will be required.

460 EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	<b>A-Shift Sick</b>	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
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461 EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	<b>B-Shift Sick</b>	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
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462 EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	<b>B-Shift Sick</b>	A-Shift	C-Shift
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463 14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the  
 464 employee’s normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if  
 465 the employee is injured or ill for more than 50 consecutive calendar days, but  
 466 less than 6 calendar months, there will be no reduction from the employee’s sick

467 leave accumulation. In order to receive this benefit, the employee must have  
468 reached (95 days of sick leave for line personnel, 135 days of sick leave for day  
469 personnel) at some point in their career. The employee shall perform alternative  
470 duty if it is available and the employee is capable of performing same.

471 14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement,  
472 the employee's sick leave to a maximum allowable payout of 95 working days for line  
473 personnel and with a 1.42 conversion factor for day personnel shall be placed in an  
474 escrow account for purposes of payment of employee's health insurance premiums. The  
475 employee may convert earned, unused vacation days to sick leave days during the  
476 employee's last 5 years of employment, the number of days not to exceed the dollar  
477 amount needed to pay health insurance premiums until age 65. All employees reaching  
478 normal retirement or disability prior to attaining such age shall be eligible to continue in  
479 the City's health insurance group plan until the age of 65. However, when an employee  
480 reaches the age of 65 and the employee's spouse is still under the age of 65, the  
481 account can still be used by the spouse to pay health insurance premiums until such  
482 time that the spouse reaches age 65 or the total account is expended, whichever occurs  
483 first. If funds remain in the employee's escrow account at age 65, these funds may be  
484 used to purchase supplemental Medicare insurance from the present health insurance  
485 carrier for the employee and spouse until the escrow account is depleted. The City shall  
486 pay all of the monthly premium payable, provided that the total amount expended for  
487 such insurance for each retired employee shall be limited to an amount equal to the  
488 percentage set forth below of the value of any accumulated and unused sick pay  
489 standing to the credit of that employee as of that employee's date of retirement:

490 100% for employees retiring under disability retirement

491 100% for employees retiring into the State Retirement System

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

494 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed  
495 amount for health insurance premium payment purposes.

496 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to  
497 apply the escrowed amount for health insurance premium payment purposes  
498 upon the death of the surviving spouse. Remarriage of the surviving spouse will  
499 terminate the eligibility of dependent children for this benefit.

500 14.2.3 Any funds remaining in the escrow account after the death of the retiree, death  
501 or remarriage of the surviving spouse, or death or ineligibility of dependent  
502 children shall revert back to the City.

503 14.2.4 This health insurance premium payment program for protective employees is  
504 mandatory for all covered employees upon retirement and supersedes all  
505 previous sick leave payout programs upon retirement sponsored by the City of  
506 Green Bay.

507 14.2.5 When death of a covered protective service employee occurs either before or

508 after retirement, the estate shall receive the full amount of credit to the escrow  
509 account for health insurance purposes of accumulated sick leave not to exceed  
510 95 working days in accordance with the above policy.

511 14.2.6 An employee who has retired or in case of the employee’s death, the spouse has  
512 the right to leave the amount credited to the escrow account for “health  
513 insurance purposes” until the end of the calendar year in which the individual  
514 attains the age of 63. At that time, they shall have to begin using the escrow  
515 account for health insurance purposes.

516 ARTICLE 15  
517 VACATIONS

518 15.1 Line Personnel

519 15.1.1 Line personnel shall be granted an annual paid leave governed by the following  
520 schedule. The vacation days listed are earned in that year. Vacation days shall be  
521 credited on January 1 of each year. No employee shall receive a vacation until  
522 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

523 15.1.2 Line Personnel Vacation Selection

524 a) The first round of vacation selection will take place within the first full 3 day  
525 work cycle on each shift following the January posting. The second round of  
526 vacation selection will take place during the second 3 day work cycle on each  
527 shift, and the third round of vacation selection will take place during the third  
528 3 day work cycle on each shift.

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

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

534 d) A maximum of 15 vacation days may be carried over from year to year for  
535 Line Personnel, 30 days for Day Personnel.

536 e) An employee is deemed to be on vacation from the last day worked until the

537 next day the employee is scheduled to work. A refusal by an employee on  
538 vacation shall not count as a turn for normal overtime call in. Special events  
539 overtime is exempt from the above provisions. In an emergency, all  
540 personnel are subject to recall.

541 f) During “non-prime time”, personnel may pick single days or blocks on a first  
542 come/first serve basis. However, they may be bumped by personnel  
543 exercising their seniority rights in the “first” and “second” rounds. Personnel  
544 will be bumped on a last in, first out basis.

545 g) “Prime time” is defined for a shift as the first three day cycle that includes  
546 Easter and is for the balance of the calendar year.

547 h) In the first round of vacation selection, a person may pick 3 or 6 consecutive  
548 days by seniority.

549 i) In the second round of vacation selection, a person may pick the balance of  
550 the current year’s accrued vacation by 3 consecutive duty day blocks by  
551 seniority.

552 j) In the third round of vacation selection, a person may pick one or more duty  
553 days by seniority. These days may be in succession or several different single  
554 days.

555 k) Available Days.

556 i. Check to make sure that no one transferring onto the shift has a right  
557 to those days by virtue of having previously drawn an overlapping  
558 block on another shift.

559 ii. If days are still vacant after (i) above is completed, then said days shall  
560 be on a first come/first serve basis.

561 l) Days vacated due to transfers will not be filled.

562 15.2 Day Personnel: All day personnel shall follow Schedule B:

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

563 15.3 General

564 15.3.1 Preference in vacation time shall be in order of department seniority; however,  
565 the vacation schedule may be amended by department’s needs caused by an  
566 emergency or related nature.

567 15.3.2 A line employee cannot carry over more than 15 vacation days and staff

568 personnel employees cannot carry over more than 30 vacation days at the end  
569 of the calendar year. Employees will be allowed to carry over in excess of the  
570 maximum accumulation of vacation days subject to the following:

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

588 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)  
589 becomes significantly ill or injured (i.e. incapacitated) while the employee is on  
590 vacation, sick leave may be substituted for the vacation days, provided there is  
591 written confirmation of such illness or injury from a qualified medical provider.

592 15.3.4 On separation from the City, the employee shall be paid in cash for their  
593 accumulation of vacation credits.

594 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual  
595 accumulation shall be divided by 12-months and multiplied by the number of  
596 complete months worked.

597 ARTICLE 16  
598 PERSONAL LEAVE

599 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must  
600 be used during the calendar year earned. They may not be accumulated. The number of  
601 personal leave days shall be prorated for new full-time employees in the initial year of  
602 employment and for employees in their final year of employment unless employment is  
603 terminated by acceptance to the State Retirement System, disability or death.  
604 Employees shall bid personal leave days into the vacation schedule at the time of the  
605 annual bidding for vacation. The first 3-days of scheduled leave taken in a calendar year  
606 by members of Local 141, shall be automatically deducted as personal leave days from  
607 each member's respective leave account by Fire Department administration.

608 16.2 New full time employees who are not allowed to utilize personal leave days during their  
609 first calendar year of employment will be allowed to carry those days over into their  
610 second year of employment. All such personal leave days carried over, plus any personal  
611 leave days accrued during the second calendar year of employment, must be utilized by  
612 the end of the second calendar year of employment.

613 ARTICLE 17  
614 HOURS OF WORK

615 17.1 Line Personnel

616 17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of  
617 24 consecutive hours commencing at 7:00 a.m.

618 17.1.2 Definition of a work week for line personnel: The normal work week shall consist  
619 of 53-hours with a normal 3 platoon system under the procedure of the  
620 California Plan as established January 1, 1968 and modified by the City of Green  
621 Bay to comply with the provisions of the Fair Labor Standards Act.

622 17.1.3 Overtime worked beyond an average of 53-hours under the modified California  
623 Plan will be compensated at the rate of 1½-times the regular hourly rate for line  
624 personnel pursuant to the final FLSA regulations.

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

627 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum  
628 staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be  
629 considered as individual/separate groups for the purposes of overtime.

630 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4  
631 hours for any call-in time from regular off-duty time with the following  
632 exceptions.

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

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

640 17.1.6 When persons are offered and accept overtime through the normal rotation  
641 process they will serve in the specific position for which they were called.

642 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours  
643 of work when they are able to secure another employee to work in their place  
644 provided:

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

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

- 647 c) The Battalion Chief in charge of the platoon is notified as soon as possible by  
648 the officer in charge of the house on the same platoon.
- 649 d) Neither the Fire Department nor the City is held responsible for enforcing  
650 any agreement made between employees. It is understood that an  
651 employee's first responsibility is to the employee's position with the City.
- 652 e) The trade is made one rank above to one rank below the trader's rank. The  
653 person accepting the trade must be able to do the normally assigned job of  
654 the person for whom they are working. Paramedics shall be allowed to trade  
655 with non-paramedics so long as there is no cost to the City. Also, once a  
656 trade has been approved by management it cannot be cancelled by  
657 management.
- 658 f) Once approved, a trade shall be deemed to change the regular schedule of  
659 the individuals involved in the trade for all purposes except application of the  
660 Fair Labor Standards Act. The individual who will be working the trade shall  
661 be responsible for reporting the trade to the Battalion Chief. (i.e., staffing  
662 software) and shall be responsible for reporting to work on the day traded  
663 and be subject to all department regulations and terms of the contract.

664 17.1.8 Employees called to testify in court proceedings on incidents arising from work  
665 as a member of the City of Green Bay Fire Department shall be paid a minimum  
666 of 4-hours pay for such court appearance. To be eligible for such pay, employees  
667 ordered into court shall immediately notify the Chief's office. Determination of  
668 job relatedness shall be made at the time of such notification. It is understood  
669 that such court pay is generally in addition to the normal work week and shall be  
670 paid at the rate determined for such performance. If pay for such appearance is  
671 made by a party other than the employer, said pay shall be returned to the City  
672 of Green Bay.

673 17.2 Day Personnel

674 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¾-  
675 hours.

676 17.2.2 Definition of a car allowance: The previous policy established by the City of  
677 Green Bay which is now in effect for members of this bargaining unit is  
678 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS  
679 Captain." Their allowance will be based on the current City mileage  
680 reimbursement schedule.

681 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-  
682 hours for any call-in from regular off-duty time with the following exceptions:

- 683 a) Classes, training, physical examinations and other non-fire related work will  
684 be paid for actual hours worked provided that the employee knew or  
685 reasonably should have known of the event 7-calendar days in advance.
- 686 b) Employees called in to be interviewed in possible cases of employee  
687 discipline will be paid for the actual hours worked. Unless an emergency

688 exists, such interviews shall be scheduled during the employee's normal  
689 hours of work.

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

695

696 ARTICLE 18  
697 HOLIDAYS

698 18.1 Line and Shift Personnel

699 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable  
700 parity unit in each year. However, these holidays will not be taken and a sum  
701 equal to 100% of each employee's monthly payment which includes shift  
702 differential, EMS pay and longevity shall be given to each employee in lieu of the  
703 normal times off on a holiday.

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

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

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

716 ARTICLE 19  
717 RATES OF PAY

718 19.1 The pay of employees of the Fire Department occupying classified positions, shall be  
719 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis  
720 and are based on full-time employment.

721 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour  
722 shift, the employee shall receive out of grade pay for the actual hours worked in that  
723 classification. When working out of grade as a battalion chief, the employee will receive  
724 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of  
725 grade documentation shall be maintained by the House Captain.

726 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade

727 except in emergency situations of a temporary nature. Such employees shall have the  
728 ability to void such waiver but shall not be eligible for promotion until 12 months after  
729 the waiver is nullified.

730 19.4 Members will be compensated for work on specific committees and at a specific wage  
731 rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A  
732 Memorandum of Agreement regarding the same is attached and incorporated by  
733 reference as Exhibit A.

734

735

736

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ARTICLE 20  
SHIFT DIFFERENTIAL

738 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive  
739 a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on  
740 January 1, 2020.

741

742

ARTICLE 21  
CLOTHING ALLOWANCE

743 21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an  
744 account known as "Clothing Allowance." Any member who has remaining funds in the  
745 Clothing Allowance fund will be paid out by April 1, 2020.

746 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of  
747 uniform clothing as determined by the Chief. Upon successful completion of the  
748 probationary period (one year) they shall receive funds to purchase a dress uniform and  
749 their normal yearly allotment.

750 21.3 Members shall be paid \$450 per annum on November 1 and may use the funds to  
751 purchase uniform clothing. Effective January 1, 2022, the members shall receive \$500  
752 per annum on November 1 and may use the funds to purchase uniform clothing. The  
753 per annum will be subject to tax deductions and will be WRS eligible.

754 21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn  
755 while on duty.

756 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of  
757 safety glasses per year including prescription glasses. (This does not include the cost of  
758 the examination. Glasses will be in "regular frames" i.e. W.O.S.).

759 21.5.1 The City will replace or repair required prescription safety glasses which are lost,  
760 broken, or damaged on the job.

761 21.5.2 Employees who are not required to wear safety glasses may purchase them  
762 through the City.

763

764

ARTICLE 22  
LONGEVITY

- 765 22.1 \$10 per month at the first pay period following the anniversary marking the beginning  
766 of the 8<sup>th</sup> year of service.
- 767 22.2 An additional \$10 per month at the first pay period of the 12<sup>th</sup> year of service.
- 768 22.3 An additional \$10 per month at the first pay period following the anniversary marking  
769 the beginning of the 16<sup>th</sup> year of service.
- 770 22.4 Maximum longevity payment is \$30 per month.

771  
772

773 ARTICLE 23  
774 PENSION

- 775 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an  
776 amount equal to that paid by general municipal employees.

777  
778

ARTICLE 24  
EMERGENCY MEDICAL SERVICE

779 24.1 Compensation

- 780 24.1.1 EMS-Certified personnel shall be compensated according to the following  
781 schedule:

- 782 • EMT 2.75% of top Fire Fighter Rate  
783 • EMT-P 4.25% of top Fire Fighter Rate

- 784 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with  
785 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic  
786 Skills Retention" is subject to negotiation per Article 8.

- 787 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment  
788 equivalent to 6% of the top firefighter rate per day to those employees who  
789 actually serve on the ambulance. The ride pay calculation is:

- 790 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-  
791 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
- 792 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by  
793 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*  
794 (pay/106x24x6%/24).

795 24.2 EMS Staffing

- 796 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is  
797 the understanding of the parties that the Chief determines the needs of the  
798 department as well as the qualifications necessary to fill those needs.  
799 Management must, however, follow contractual seniority provisions with  
800 respect to promotion, transfer or assignment to positions.

- 801 24.2.2 All personnel assigned to squads must have at least EMT certification.

802 24.2.3 Both parties to this working agreement agree that total fire department  
803 seniority, as qualified, will be the primary determinant of all assignments, and  
804 that therefore paramedic assignments will not inhibit return to line assignments  
805 as seniority warrants.

806 ARTICLE 25

807 DUTY INCURRED DISABILITY AND PENSION BENEFITS

808 25.1 Fire Service

809 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not  
810 to exceed 180 calendar days. At the end of the 180 calendar day period, if more  
811 time is needed, a request to the Personnel Committee shall be made and the  
812 Personnel Committee may grant additional time as they deem necessary.

813 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or  
814 disease shall receive full pay while disabled not to exceed 180 calendar days. At  
815 the end of the 180 calendar day period, if more time is needed, a request to the  
816 Personnel Committee shall be made and the Personnel Committee may grant  
817 additional time as they deem necessary.

818 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law  
819 shall be figured from an employee's base salary and the following fringe benefits  
820 – longevity, clothing allowance, holiday pay, City's contribution to employee's  
821 and family's plan of health insurance.

822 25.1.4 Employee's survivors shall receive a pension payment from the City whether  
823 employee is actively employed or on pension equal to 1/3 of the employee's base  
824 salary and the following fringe benefits – longevity, clothing allowance, holiday  
825 pay, City's contribution to employee's life insurance, and City's contribution to  
826 employee's and family's plan of health insurance. There shall be an additional  
827 payment of \$15 per month for each of the employee's children under the age of  
828 18. This is to clarify Section 66.191 or applicable state or federal law.

829 25.1.5 Employee's survivors shall receive payment for days employee has worked prior  
830 to their death along with vacation and holiday pay earned.

831 ARTICLE 26

832 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

833 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with  
834 the annual physical which is required of each firefighter. Employees will pay 12.5% with  
835 a 1.25% add on if spouse does not participate in the HRA for health care insurance  
836 benefit and the City will pay the remaining premium. The spouse add on will not apply if  
837 the City discontinues the HRA program.

838 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for  
839 dental insurance benefits.

840 ARTICLE 27  
841 LIFE INSURANCE

842 27.1 The City will provide and carry, at no cost to the employee, life insurance for each  
843 fulltime firefighter in an amount equal to the employee’s base salary. Employees shall  
844 have the option to purchase supplemental life insurance for self, spouse and eligible  
845 dependent(s). Employees will pay all premium costs for the optional supplemental life  
846 insurance through payroll deduction.

847  
848  
849 ARTICLE 28  
850 EDUCATION CREDITS

851 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below,  
852 upon successful completion of approved Fire Science courses. The student must attain a  
853 grade of “C” or higher to qualify for reimbursement. Approved Fire Service courses are  
854 defined as courses required for a degree (associate, bachelor or masters in Fire Science).

855 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate  
856 courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be  
857 set at a maximum of \$50 per course provided that upon book reimbursement the book  
858 is donated to the Fire Department library. The maximum reimbursement for any  
859 employee in a calendar year is \$1,200.

860 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes  
861 courses which would not qualify in this section if the Chief deems the course to be of  
862 sufficient benefit to the City. Credit approval must be obtained in advance of course  
863 attendance.

864 ARTICLE 29  
865 LIABILITY AND ACCIDENT INSURANCE

866 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in  
867 the event that claims are made as a result of alleged injury or damage to persons or  
868 property which arises from the operation of a City vehicle.

869 29.2 The City also agrees to provide insurance coverage to cover employees in the event  
870 liability or damage claims are made while the employee is performing their duties.

871 ARTICLE 30  
872 SAVING CLAUSE

873 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be  
874 inoperative, void, or invalid, the validity of the remaining portions of this contract shall  
875 not be affected.

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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.

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ARTICLE 32  
FIRE MARSHAL OFFICE

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

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

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

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

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

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

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

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

- 915 32.9 The Fire Marshal Office member will work normal day hours while on call except for  
916 contractual Holidays.
- 917 32.10 A Fire Marshall Office member may be able to flex his or her hours of work in  
918 accordance with the Memorandum of Understanding attached and incorporated by  
919 reference as Exhibit B.
- 920 32.11 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top  
921 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular  
922 scheduled work hours. When called in to investigate a fire the Fire Marshal Office  
923 member will receive their regular rate of pay and will not simultaneously receive regular  
924 and on-call pay. Hours worked in excess of the Fire Marshal Office member's workday  
925 approved by the Chief or designee will be compensated at 1-½ times the regular rate.  
926 The on-call Fire Marshal Office member may receive phone calls from the on-duty  
927 Battalion Chief seeking guidance or clarification on an incident. These phone inquiries  
928 will be considered as compensated by the on-call pay stipend.
- 929 32.12 During periods of work when not on-call, Fire Marshal Office members will be able to  
930 utilize vacation and the flex schedule as approved by the Chief. Two people shall be  
931 allowed off on vacation in a work week. Vacation selection shall be as follows:
- 932 → First round selection shall occur the second Monday in the month of January. Picks  
933 shall occur by division seniority. During first round picks up to 3-weeks may be  
934 selected, all picks must be full weeks. Full week blocks may not be removed once  
935 selected.
- 936 → Second round selection shall occur the third Monday in the month of January. Up to  
937 10-individual days may be selected
- 938 → Third round selection shall occur the fourth Monday in the month of January. Any  
939 remaining days available may be selected.
- 940 → Any open vacation days left after vacation picks may be selected on a first come first  
941 served basis.
- 942 → The Fire Marshal Office member selecting vacation must find coverage during a Fire  
943 Marshal Office member's on call schedule
- 944 32.13 The Fire Marshal Office member on-call is not eligible to work Packer and 4<sup>th</sup> of July  
945 overtime during the time they are on-call.
- 946 32.14 As approved by the Chief, the Fire Marshal Office member investigating the fire scene  
947 may be approved to use a reasonable amount of overtime to complete the fire report.
- 948 32.15 Any long term opening (i.e., medical) on the on-call fire investigation schedule will first  
949 be offered to Fire Marshal division personnel. If unable to fill the open on-call block it  
950 will then be offered to in-line firefighters who have fire investigation training by  
951 seniority. Any in-line fighter who assumes the on-call block of the long term opening will  
952 receive the on-call pay.
- 953 32.16 Each Fire Marshal Office member will be entitled to change their hours of on-call when  
954 they can secure another Fire Marshal Office member or in-line firefighter with fire

955 investigation training to be on-call with prior approval of the Fire Marshal Captain and  
956 Fire Chief provided that:

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

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

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

964 32.17 Officers in the Fire Marshal Office having IAAI-Fit (International Association of Arson  
965 Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection,  
966 Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3  
967 daily rate of line personnel. An Officer in the position of Lt. PIO having NFA Youth Fire  
968 Seaters Certification and CPS (Child Passenger Safety Certification) shall receive  
969 compensation equal to 24.1.3 daily rate of line personnel.

970 ARTICLE 33  
971 MISCELLANEOUS

972 33.1 In the event federal or state legislation is enacted concerning pay for overtime which  
973 would result in the City paying members of the Bargaining Unit overtime pay for the  
974 normal work week or day as set forth in this agreement, the work week and day as set  
975 shall be renegotiable.

976 33.2 To provide the Fire personnel needed at special events (including without limitation by  
977 enumeration, the 4<sup>th</sup> of July, Art Street, etc), a list shall be posted by the department  
978 administration. This list shall ask for volunteers to work the event. Those who  
979 volunteer will be called out by seniority with qualifications. "Special events" shall  
980 include Packers football games; payment for the Packers football games shall be at the  
981 double time (2x) rate.

982 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct  
983 employees to work at the events inversely by seniority as qualified. A further  
984 stipulation shall apply as regards the calling to work of non-volunteers by inverse  
985 seniority as qualified and that shall be: As an employee is ordered to work  
986 because of their position in seniority shall after such work be eliminated from  
987 the eligibility list or directed call-in at subsequent events in that calendar year.  
988 However both parties understand that the major determinant of call-in is  
989 departmental need at the events and notwithstanding the waiver given above  
990 regarding a person who has already worked a game by non-volunteer call-in,  
991 that person can be called in again if no qualified person is available.

992 33.3 The employer and Union agree that the recent transfer of the City Health Department to  
993 Brown County will not impact our delivery of occupational health services to members  
994 of Local 141. The individuals or agencies providing those services may change, but the

995 City agrees that those changes will have no impact on the health and safety of members  
996 of Local 141.

997 33.4 It is agreed and understood that the City's third party administrator for health and  
998 dental insurance has drafted a new booklet to address recent changes in the insurance  
999 industry. This memorandum will serve as the City's guarantee that the level of benefits  
1000 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.  
1001 The only coverage changes in the booklet will be those that have been negotiated and  
1002 agreed upon.

1003 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a  
1004 superior officer of the Fire Department, are under no duty to take action when faced  
1005 with an emergency. Any employee, while on duty, may however, respond to an  
1006 emergency as a private individual. While on duty, the authority granted in Section  
1007 213.095, Wis. Stats. shall apply as provided therein. Employees who have the  
1008 opportunity to respond to an emergency while off duty, and who don't, will not be held  
1009 accountable for such decision and, therefore, there can be no discipline for such  
1010 decision and inaction.

1011 ARTICLE 34  
1012 DRUG TESTING

1013 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice  
1014 of the provisions for the department drug testing program.

1015 34.2 Discussion. It is the policy of this department that the critical mission of the fire service  
1016 justifies maintenance of a drug-free work environment through the use of a reasonable  
1017 employee drug testing program.

1018 The fire fighting profession has several uniquely compelling interests that justify the use  
1019 of employee drug testing. The public has a right to expect that those who are sworn to  
1020 protect them are, at all times, both physically and mentally prepared to assume these  
1021 duties. There is sufficient evidence to conclude that the use of controlled substances  
1022 and other forms of drug abuse will seriously impair an employee's physical and mental  
1023 health and thus job performance.

1024 Where fire service officers participate in illegal drug use and drug activity, the integrity  
1025 of the profession and public confidence in that integrity are destroyed. This confidence  
1026 is further eroded by the potential for corruption created by drug use.

1027 Therefore, in order to ensure the integrity of the department and to preserve public  
1028 trust and confidence in a fit and drug-free fire fighting profession, this department shall  
1029 implement a drug testing program to detect prohibited drug use by sworn employees.

1030 34.3 Definitions

1031 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire  
1032 service powers and authority.

1033 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,

1034 in accordance with departmental procedures, for chemical analysis to detect  
1035 prohibited drug usage.

1036 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge  
1037 sufficient to induce an ordinary prudent and cautious person to believe that an  
1038 individual is using or under the influence of drugs or other controlled substances.

1039 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary  
1040 employee shall be considered to be any person who is conditionally employed  
1041 with the department as a sworn employee.

1042 34.4 Procedures

1043 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary  
1044 and sworn employees, while on and off duty:

- 1045 a) No employee shall illegally possess any controlled substance.
- 1046 b) No employee shall ingest any controlled or other dangerous substance,  
1047 unless as prescribed by a licensed medical practitioner.
- 1048 c) Any employee who unintentionally ingests, or is made to ingest, a controlled  
1049 substance shall immediately report the incident to their Battalion Chief so  
1050 that appropriate medical steps may be taken to ensure the employee's  
1051 health and safety.
- 1052 d) Any employee, having a reasonable basis to believe that another employee is  
1053 illegally using, or is in possession of any controlled substance, shall  
1054 immediately report the facts and circumstances to the Battalion Chief on the  
1055 shift. Training shall be provided on identification and handling of such  
1056 situations.
- 1057 e) Discipline of sworn employees for violation of this policy shall be in  
1058 accordance with the due process rights provided in the department's  
1059 discipline and grievance procedures.

1060 34.4.2 Probationary Employee Drug Testing

- 1061 a) All probationary employees shall be required, as a condition of employment,  
1062 to participate in unannounced drug tests prior to the completion of the  
1063 probationary period. The frequency and timing of such testing shall be  
1064 determined by the Chief or designee, and shall not exceed two tests during  
1065 the probationary period.

1066 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as  
1067 a condition of continued employment in order to ascertain prohibited drug use  
1068 as provided below:

- 1069 a) All sworn employees shall be required to submit to a drug test prior to  
1070 January 1, 1993, provided they are notified of such test at least 30 days in  
1071 advance. Employees receiving inpatient treatment for a dependency problem  
1072 at the time of the mass testing shall not be tested.

- 1073 b) A non-union supervisor may order an employee to take a drug test upon  
1074 documented reasonable suspicion that the employee is or has been using  
1075 drugs. A summary of the facts supporting the order shall be made available  
1076 to the employee prior to the actual test.
- 1077 c) A drug test will be administered as part of all promotional procedures. Any  
1078 member who refuses to submit to this form of testing for judgment, fitness,  
1079 and readiness for duty, shall be immediately removed from their special  
1080 assignments.
- 1081 d) Any sworn employee of this department who is directly involved in a serious  
1082 fire incident shall be required by a non-union supervisor to participate in a  
1083 drug screening test immediately following the event, or as soon as the  
1084 tactical situation allows. A serious incident is defined as a fire vehicle  
1085 accident in which serious injury is sustained by any involved employee or  
1086 citizen requiring immediate medical attention by hospital personnel. If it is  
1087 clearly evident that the employee is not at fault in the accident, no drug test  
1088 will be required. A directly involved employee is one who is the driver of the  
1089 fire vehicle.
- 1090 e) Any employee who in the carrying on of their duties, ingests, either directly  
1091 or indirectly, any drug or narcotic substance, is required to document, as  
1092 soon as possible thereafter such contact. Documentation should occur in  
1093 writing explaining all circumstances, and the employee's supervisor should  
1094 be notified as soon as possible. Drug tests will be administered and no  
1095 disciplinary action will be taken if the tests are positive and the employee can  
1096 prove that ingestion was involuntary.
- 1097 f) Beginning in 1993, the department shall randomly test members of the  
1098 bargaining unit. Such test shall occur once per year per shift with no  
1099 announcement of time or date. The method for random selection shall be  
1100 such that each member of the bargaining unit has an equal chance of being  
1101 selected. No one shall be tested randomly more than twice every 5 years.  
1102 Every employee in the department shall be tested at least once every 5  
1103 years. This shall not apply to causes for testing provided elsewhere in this  
1104 article.

1105 **34.4.4 Drug Testing Procedures**

- 1106 a) The testing procedures and safeguards provided in this policy to ensure the  
1107 integrity of department drug testing shall be adhered to by any personnel  
1108 administering drug tests.
- 1109 b) Personnel authorized to administer drug tests shall require positive  
1110 identification from each employee to be tested before they enter the testing  
1111 area. This shall consist of picture ID that is government or employer issued.
- 1112 c) All employees whose urinalysis is not negative shall have a post-test  
1113 interview with qualified medical personnel to ascertain and document the  
1114 recent use of any prescription or non-prescription drugs, or any indirect

- 1115 exposure to drugs that may result in a positive test result.
- 1116 d) The bathroom facility of the testing area shall be private and secure.
- 1117 i. Authorized testing personnel shall search the facility before an employee
- 1118 enters it to produce a urine sample, and document that it is free of any
- 1119 foreign substances.
- 1120 e) Where the employee appears unable or unwilling to give a specimen at the
- 1121 time of the test, testing personnel shall document the circumstances on the
- 1122 drug test report form. The employee shall be permitted no more than 3
- 1123 hours to give a sample; during which the employee shall remain in the testing
- 1124 area. If the employee leaves the area, it is considered a refusal to test. Up to
- 1125 and not exceeding 40 ounces of water may be given to the employee to
- 1126 encourage urination. Failure to submit a sample shall not be considered a
- 1127 refusal to submit to a drug test until the individual has been examined by a
- 1128 doctor to determine if the individual has a pre-existing medical condition
- 1129 which would prohibit the donor from supplying the specimen.
- 1130 f) Employees shall have the right to request that their sample be split and
- 1131 stored in case of legal disputes. The urine samples must be provided at the
- 1132 same time, and marked and placed in identical specimen containers by
- 1133 authorized testing personnel. One sample shall be submitted for immediate
- 1134 drug testing. The other sample shall remain at the facility in frozen storage
- 1135 for one year. This sample shall be made available to the employee or their
- 1136 attorney should the original sample result in a legal dispute or the chain of
- 1137 custody be broken.
- 1138 g) Specimen samples shall be sealed in the presence of the participants,
- 1139 labeled, and checked against the identity of the employee to ensure the
- 1140 results match the tested specimen. All collections are handled forensically,
- 1141 which means they are labeled, double-sealed, double-checked for accuracy
- 1142 and completeness, stored in a secure, locked refrigerator until testing, and
- 1143 accompanied by a forensic chain-of-custody.
- 1144 h) Whenever there is a reason to believe that the employee may have altered
- 1145 or substituted the specimen to be provided, a second specimen shall be
- 1146 obtained immediately under direct supervision of the testing personnel.

1147 **34.4.5 Drug Testing Methodology**

- 1148 a) The testing or processing phase shall consist of a two-step procedure:
- 1149 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
- 1150 the same initial screening test.)
- 1151 ii. Confirmation test (GCMS)
- 1152 b) The urine sample is first tested using the initial drug screening procedure. An
- 1153 initial positive test result will not be considered conclusive; rather, it will be
- 1154 classified as “confirmation pending.” Notification of test results to the Chief
- 1155 shall be held until the confirmation test results are obtained.

- 1156 c) A specimen testing positive will undergo an additional confirmatory test. The  
1157 confirmation procedure shall be technologically different and more sensitive  
1158 than the initial screening test. No positive results will be reported to  
1159 management until all confirming tests have been conducted and the medical  
1160 interview with the Medical Review Officer (MRO) has been completed. This  
1161 shall include a six mono acetyl morphine test when codeine is detected in the  
1162 GCMS test.
- 1163 d) The drug screening tests selected shall be capable of identifying marijuana,  
1164 cocaine and every major drug of abuse including heroin, amphetamines and  
1165 barbiturates. Personnel utilized for testing will be certified as qualified to  
1166 collect urine samples or adequately trained in collection procedures.
- 1167 e) US Department of Transportation regulations 49CFR Part 40 shall be used for  
1168 purposes of determining which substances will be tested for under this  
1169 Article as well as the levels which will constitute a positive test.
- 1170 f) The laboratory selected to conduct the analysis shall be experienced and  
1171 capable of quality control, documentation, chain-of-custody, technical  
1172 expertise, and demonstrated proficiency in urinalysis.
- 1173 g) Employees having a negative drug test result shall receive memorandum  
1174 stating that no illegal drugs were found. If the employee requests such, a  
1175 copy of the letter will be placed in the employee's personnel file
- 1176 h) Any employee who breaches the confidentiality of testing information shall  
1177 be subject to discipline.

1178 34.4.6 Chain of Evidence - Storage

- 1179 a) Each step in the collecting and processing of the urine specimens shall be  
1180 documented to establish procedural integrity and the chain-of-custody.
- 1181 b) Where a positive result is confirmed, urine specimens shall be maintained in  
1182 secured, refrigerated storage for one year.

1183 34.4.7 Drug Test Results

- 1184 a) All records pertaining to department-required drug tests shall remain  
1185 confidential and shall not be provided to other employees or agencies  
1186 without the written permission of the person whose records are sought.
- 1187 b) Drug test results and records shall be sealed and retained in the employee's  
1188 personnel file for an indefinite period. Only the employee, the Chief and the  
1189 Human Resources Director shall be allowed to open such sealed records.

1190 34.5 Actions Taken/Positive Result.

1191 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,  
1192 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the  
1193 individual's employment shall be terminated. If the test is determined to be  
1194 inconclusive, then the City shall not have just cause for termination.

- 1195 a) The exception shall be forced use as defined in 34.4.1(c).

1196 b) If an employee tests positive for a drug which was legally prescribed and led  
1197 to their addiction to that drug then the employee shall be given an  
1198 opportunity to rehabilitate according to paragraph 34.5.2.

1199 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline  
1200 and referred to the Employee Assistance Program.

1201 a) The employee shall be subject to mandatory random testing for a period of  
1202 two years.

1203 b) The Employee Assistance Program shall not be a substitute for disciplinary  
1204 action if other rules and regulations have been violated or crimes committed.

1205 c) A second positive test for marijuana shall be grounds for termination.  
1206 However, employees who test negative for two years after rehabilitation will  
1207 not be dismissed if their second positive test for marijuana occurs more than  
1208 ten years after the last positive test. In that case the employee will be  
1209 afforded rehabilitation one more time.

1210 34.5.3 A positive test shall be defined as a confirmation test which establishes  
1211 conclusively that the employee has ingested one of the drugs in question.

1212 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this  
1213 policy shall be terminated from employment as a fire service employee.

1214 ARTICLE 35  
1215 RESIDENCY

1216 35.1 All employees will be required to maintain residency within Brown County, counties  
1217 which are contiguous to Brown County, or Southern Door County. Appropriate response  
1218 time requirements may be established by the Fire Chief in consultation with the Human  
1219 Resources Director.

1220 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring  
1221 simultaneously, the department orders off-duty personnel to staff reserve apparatus  
1222 through appropriate communication means. In these or any other emergent situation,  
1223 members shall be called without regard to the normal overtime calling procedures.

1224 ARTICLE 36  
1225 DURATION AND NEGOTIATION TIME TABLE

1226 36.1 This agreement shall become effective as of January 1, 2020 and remain in force and  
1227 effect to and including December 31, 2023 and shall renew itself for additional one year  
1228 periods until and unless either party, prior to July 1, before the expiration of this  
1229 agreement and the expiration of any of its renewal dates, notify the other party in  
1230 writing that it desires to alter or amend the same at the end of the contract.

1231 36.2 Negotiations may begin at any time prior to July 1.

1232 Signed and dated this 5th day February of

1233 2020. CITY OF GREEN BAY

GREEN BAY FIRE FIGHTERS, LOCAL 141

1234 /s/ Eric Genrich  
1235 Eric Genrich, Mayor

/s/ Ryan Hintz  
Ryan Hintz, President

1236 /s/David Litton  
1237 David Litton, Fire Chief

/s/ Bernie Carwardine  
Bernie Carwardine, Vice President

1238 /s/ Joseph Faulds  
1239 Joseph W. Faulds, Human Resources Director

/s/ Todd Madson  
Todd Madson, Secretary/Treasurer

1240 Attest:

1241 /s/ Kris Teske  
1242 Kris Teske, City Clerk

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1244

**SCHEDULE "A"**  
**WAGES**

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

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

1250

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

1251 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls  
1252 Office having the required certifications outlined in 32.17 will be paid the daily rate per  
1253 24.1.3 for each scheduled duty day in addition to their regular pay. The scheduled duty days  
1254 per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay  
1255 divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

1256 **Example for 1/1/20: Top fire fighter bi-weekly rate  $\$2,623.98/106 \times 24 \times 6\%/24 = \$1.4853$ .**  
1257 **SCBA pay = (122 duty days x 24 hours per day) x \$1.4583) divided by 26 pay periods) =**  
1258 **\$167.28 bi-weekly rate.**

1259 2) Management shall exercise its discretion in starting new employees above step 1.

1260 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of  
1261 service, provided they have successfully completed Wisconsin Certified Driver/Operator  
1262 Pumper and Aerial and has Wisconsin EMT certification.

1263 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years  
1264 of service, provided they have successfully completed Wisconsin Certified Fire Officer I and  
1265 has Wisconsin EMT certification.

1266 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-  
1267 years, then the employee shall receive 75% of the difference between Private with 6-years

- 1268 of service and Engineer with 11-years of service. The employee must take a promotion  
1269 whenever available; otherwise the employee's salary reverts to the Private 6-year rate. An  
1270 Engineer must maintain EMS certification; failure to do so will result in the employee being  
1271 returned to the Private after 6 years of service rate.
- 1272 6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-  
1273 years of service, provided they have successfully completed Wisconsin Certified Fire Officer  
1274 I and has Wisconsin EMT certification.
- 1275 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant  
1276 prior to having 17-years of service, then the employee shall be paid 75% of the difference  
1277 between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The  
1278 employee must take the promotion to Lieutenant whenever available; otherwise the  
1279 employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must  
1280 maintain EMS certification; failure to do so will result in the employee being returned to the  
1281 Private after 6-years of service rate.
- 1282 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution  
1283 of the employee's designation. Holiday paychecks may be direct deposited at the discretion  
1284 of the employee.
- 1285 9) In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to  
1286 the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.



# Green Bay Fire Fighters Local 141

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

5/9/2019

## Memorandum of Agreement

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

  
Local 141 President Ryan Hintz

  
Fire Chief David Litton

5/13/19  
Date

5/10/19  
Date

  
Joe Faulds, Human Resources Director

5/10/19  
Date

## EXHIBIT B

### Flex Schedule MOU

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

#### Rules for Flex Schedule

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

  
Chad Bronkhorst President Local 141

  
Chief David Litton Fire Chief

Date: February 4, 2016