

AGREEMENT

Between

City Of Green Bay, Wisconsin

And

City Of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, 2018 through December 31, 2019

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

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

32 2.3 The City and Union agree that the "Fair Share Agreement" provisions as defined by
33 Wisconsin State Statute are part of this contract. The City shall deduct the amount of
34 dues as certified by the labor organization from the earnings of the employees affected
35 by said agreement and to pay the amount so deducted to the labor organization. This
36 paragraph is effective on the date of initial employment.

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ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4
UNION ACTIVITY

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

ARTICLE 5
GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding. During the initial probationary period as a firefighter, an employee will not have recourse through the grievance and arbitration procedure for disciplinary action and/or dismissal.
- 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, the article and section number of the alleged violation, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place and the signature of the grievant and the date.
- 5.3 The Chief of the department may confer with the Union and such employees or other persons deemed appropriate by the Chief before making a determination.
- 5.4 The days indicated at each step should be considered a maximum. Days shall mean

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

81 5.5 Steps in the procedure may be waived by mutual agreement of the parties.

82 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall
83 have the right to present the grievance in writing to the Chief within 15 working
84 days after the grievant, or the Union, knew or should have known of the event
85 giving rise to such grievance. Failure to do so represents a waiver of the right to
86 file. The Chief shall furnish the grievant and the Union representative an answer
87 within 5 working days after receiving the grievance.

88 5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant
89 or the Union representative shall prepare a written grievance and present it to
90 the Human Resources Director within 10 working days of the Chief's Response.
91 The Human Resources Director shall review the grievance and shall respond in
92 writing within 10 working days after receipt of the written grievance.

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

102 5.5.4 Step 4. Arbitration

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

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

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

- 117 5.6 Disciplinary Proceedings
- 118 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined
119 below.
- 120 5.6.2 In the event of such discipline, the employee or the Union may grieve the
121 discipline under the grievance procedure set forth above in this Article, unless
122 the employee exercises the rights available to the employee under Section
123 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights,
124 the Chief shall file charges with the Board only if the employee wishes to
125 proceed under Section 62.13. The employee's sole recourse from the decision of
126 the Board of Police and Fire Commissioners shall be in accordance with the
127 appeal procedures provided in Section 62.13 Wis. Stats.
- 128 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the
129 terms of this Article, the standard to be applied by management and the
130 appellate bodies shall be whether or not there is cause for the discipline given all
131 of the facts and circumstance constituting the grounds for the imposition of
132 discipline or the determination to file charges. Cause shall be determined by
133 applying the following criteria:
- 134 a) Was the employee given advance notice of the possible or probable
135 disciplinary consequences of the employee's conduct or was the conduct for
136 which discipline is proposed to be imposed of such a nature that the
137 employee knew or should have known that it was improper?
- 138 b) Was the conduct upon which discipline is to be imposed reasonably related
139 to the effective and efficient operation of the Fire Department?
- 140 c) Prior to determining to impose discipline, did the Chief, or designee, make an
141 effort to investigate the facts relating to the conduct for which discipline is
142 proposed?
- 143 d) Was the Chief's, or designee's, investigation conducted fairly and
144 objectively?
- 145 e) Did such investigation produce sufficient evidence or proof that the
146 employee was guilty of the conduct for which discipline is proposed?
- 147 f) Has the Chief, or designee, applied a disciplinary penalty without
148 discrimination?
- 149 g) Was the degree of discipline administered in the particular case reasonably
150 related to the seriousness of the employee's proven offense and employee's
151 record of service with the Police or Fire Department?
- 152 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the
153 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the
154 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,
155 the Association, and the employee in question, and that no other discipline may
156 be meted out to any employee based upon the subject matter of the grievance
157 in question. In the event that a disciplinary matter is not grieved under the terms

158 and conditions of the Grievance Procedure in the Labor Agreement, the City and
159 the Chief may proceed in the matter of discipline of the employee in question as
160 permitted by law, and the employee in question shall have no recourse to the
161 Grievance Procedure in the Labor Agreement. Discipline of an employee shall
162 only be done according to the terms and conditions of this Agreement; however,
163 the Chief shall have the right to suspend any employee with pay pending the
164 outcome of any grievance filed pursuant to this agreement, or under Section
165 62.13, Wis. Stats.

166 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform
167 the City of the names of the individuals so appointed and of any change thereafter
168 made in such appointments. The City shall allow the representatives the necessary time
169 to process grievances during the course of the duty day.

170 ARTICLE 6
171 PROMOTIONS

172 6.1 When a position in the table of organization of the Fire Department is vacated or newly
173 created, employees shall have the right of promotion to these positions on the basis of
174 department seniority providing they have the necessary qualifications and ability as
175 determined by the Chief, who shall follow the process outlined below:

176 6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who
177 has achieved: a) a rating of “satisfactory” or above on their most recent performance
178 evaluation, and b) meets the minimum experience requirements outlined in the job
179 description for Engineer, and c) achieves a passing score of 70% or above on the
180 Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator
181 Aerial exam, and d) has Wisconsin EMT certification.

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

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

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

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

243 6.11.2 Upon successful completion of the 90 calendar day internship, the employee
244 shall be eligible to post for a line position through the normal posting procedure
245 for a ranked position which their department seniority would qualify them.

246 6.11.3 If the employee does not successfully complete the 90 calendar day internship,
247 they may return to their previously held staff position. They shall also have the
248 right to return to their previously held staff position at any time during the 90
249 calendar day internship.

250 6.11.4 The employee is under no obligation to post for any line officer position even
251 though the internship may have been successfully completed.

252 6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person
253 who meets those qualifications shall be selected for that position.

254 ARTICLE 7
255 TRANSFERS

256 7.1 Permanent transfers will be made on the basis of department seniority providing the
257 senior employee has the necessary qualifications and ability as determined by the Chief.
258 The following process will be used to facilitate postings for vacant positions.

259 7.1.1 Bi-Annual Posting Dates

- 260 a) Tuesday and Wednesday of the first full week of January each year.
261 b) First Tuesday and Wednesday of June each year (not to conflict with PFFW
262 annual convention).
263 c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
264 d) 2nd Day, Wednesday - Fire Fighters
265 e) 3rd Day, Thursday - Fire Fighters (as needed)
266 f) As each vacancy occurs during any posting process, the most senior qualified
267 member will be offered the opportunity to post for that opening.
268 g) All moves will be completed by the end of the month in which it was posted.

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 15th 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 $\frac{3}{4}$'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	A-Shift Sick	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-Shift Sick	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-Shift Sick	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., phone call,
- 662 intra-department memo, Telestaff) and shall be responsible for reporting to
- 663 work on the day traded and be subject to all department regulations and
- 664 terms of the contract.

665 17.1.8 Employees called to testify in court proceedings on incidents arising from work

666 as a member of the City of Green Bay Fire Department shall be paid a minimum

667 of 4-hours pay for such court appearance. To be eligible for such pay, employees

668 ordered into court shall immediately notify the Chief's office. Determination of

669 job relatedness shall be made at the time of such notification. It is understood

670 that such court pay is generally in addition to the normal work week and shall be

671 paid at the rate determined for such performance. If pay for such appearance is

672 made by a party other than the employer, said pay shall be returned to the City

673 of Green Bay.

674 17.2 Day Personnel

675 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-

676 hours.

677 17.2.2 Definition of a car allowance: The previous policy established by the City of

678 Green Bay which is now in effect for members of this bargaining unit is

679 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS

680 Captain." Their allowance will be based on the current City mileage

681 reimbursement schedule.

682 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-

683 hours for any call-in from regular off-duty time with the following exceptions:

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

- 687 b) Employees called in to be interviewed in possible cases of employee
688 discipline will be paid for the actual hours worked. Unless an emergency
689 exists, such interviews shall be scheduled during the employee's normal
690 hours of work.
- 691 c) It is understood that to receive the minimum 4-hours call-in, the City has the
692 right to amend the employee's normal work-day schedule to utilize those
693 personnel for the total 4-hours. However, employees may accept the actual
694 overtime hours worked in lieu of the minimum call-in and thus not have their
695 normal schedule altered.

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 ARTICLE 20
731 SHIFT DIFFERENTIAL

732 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive
733 an additional \$20 per month or 1/4 of the shift premium that Police Officers receive for
734 working their second shift, or 1/7 the total second and third shift premium enjoyed by
735 the Police Department, whichever is higher.

736 ARTICLE 21
737 CLOTHING ALLOWANCE

738 21.1 The budget of the Fire Department shall have an account to be known as “Clothing
739 Allowance” which shall be administered per Fire Department Work Orders.

740 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of
741 uniform clothing as determined by the Chief. Upon successful completion of the
742 probationary period (one year) they shall receive funds to purchase a dress uniform and
743 their normal yearly allotment.

744 21.3 Members shall be allowed to draw \$415 per annum from the clothing account.

745 21.4 The Chief shall have discretion as to types of clothing allowed to be purchased by
746 employees of the department.

747 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of
748 safety glasses per year including prescription glasses. (This does not include the cost of
749 the examination. Glasses will be in “regular frames” i.e. W.O.S.).

750 21.5.1 The City will replace or repair required prescription safety glasses which are lost,
751 broken, or damaged on the job.

752 21.5.2 Employees who are not required to wear safety glasses may purchase them
753 through the City.

754 ARTICLE 22
755 LONGEVITY

756 22.1 \$10 per month at the first pay period following the anniversary marking the beginning
757 of the 8th year of service.

758 22.2 An additional \$10 per month at the first pay period of the 12th year of service.

759 22.3 An additional \$10 per month at the first pay period following the anniversary marking
760 the beginning of the 16th year of service.

761 22.4 Maximum longevity payment is \$30 per month.

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ARTICLE 23
PENSION

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

ARTICLE 24
EMERGENCY MEDICAL SERVICE

24.1 Compensation

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

- EMT 2.75% of top Fire Fighter Rate
- EMT-P 4.25% of top Fire Fighter Rate

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

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

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

24.2 EMS Staffing

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

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

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

ARTICLE 25
DUTY INCURRED DISABILITY AND PENSION BENEFITS

25.1 Fire Service

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

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

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

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

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

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

820 ARTICLE 26
821 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

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

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

829 ARTICLE 27
830 LIFE INSURANCE

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

836 ARTICLE 28
837 EDUCATION CREDITS

- 838 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below,
839 upon successful completion of approved Fire Science courses. The student must attain a
840 grade of "C" or higher to qualify for reimbursement. Approved Fire Service courses are
841 defined as courses required for a degree (associate, bachelor or masters in Fire Science).
- 842 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate
843 courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be
844 set at a maximum of \$50 per course provided that upon book reimbursement the book
845 is donated to the Fire Department library. The maximum reimbursement for any
846 employee in a calendar year is \$1,200.
- 847 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes
848 courses which would not qualify in this section if the Chief deems the course to be of
849 sufficient benefit to the City. Credit approval must be obtained in advance of course
850 attendance.

851 ARTICLE 29
852 LIABILITY AND ACCIDENT INSURANCE

- 853 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in
854 the event that claims are made as a result of alleged injury or damage to persons or
855 property which arises from the operation of a City vehicle.
- 856 29.2 The City also agrees to provide insurance coverage to cover employees in the event
857 liability or damage claims are made while the employee is performing their duties.

858 ARTICLE 30
859 SAVING CLAUSE

- 860 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be
861 inoperative, void, or invalid, the validity of the remaining portions of this contract shall
862 not be affected.

863 ARTICLE 31
864 AMENDMENT PROVISION

- 865 31.1 This agreement is subject to amendment, alteration or addition only by subsequent
866 written agreement between and executed by the City and the union where mutually
867 agreeable. The waiver of any breach, term, or condition of this agreement by either
868 party shall not constitute a precedent in the future enforcement of all its terms and
869 conditions.

870 ARTICLE 32
871 FIRE MARSHAL OFFICE

- 872 32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal
873 Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment
874 unless retiring or unless removed for disciplinary reasons or mutually agreed to by the
875 Chief and the employee.

- 876 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
877 approved, the employee must remain on the job until a qualified replacement is trained
878 and ready to assume the duties of the position.
- 879 32.3 Fire Marshal Office members are to receive vacation on the Day Personnel vacation
880 schedule according to Article 15, Schedule B of this agreement.
- 881 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.
- 882 32.5 All Fire Marshal Office members will participate in the on-call fire investigation coverage
883 system. The on-call schedule will include each Fire Marshal Office member being
884 assigned for 7-days, starting Monday at 8:00am through the following Monday at
885 8:00am. Each on-call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-
886 Blue). Each Fire Marshal Office member will be assigned to one of the four codes and be
887 assigned that code for on-call purposes during their tenure in the Fire Marshal Office.
- 888 32.6 To prevent Fire Marshal Office members from having the same week of on-call every
889 year, the normal rotation will be suspended during the on-call week of each year that
890 includes Easter. At that time the rotation will be offered on a seniority basis, by code,
891 and if necessary filled by inverse seniority. The rotation will then resume based on the
892 employee's code.
- 893 32.7 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
894 assigned to a code group. Each of these holidays will have a 4-day block of on-call
895 surrounding the holiday. On-call personnel will receive double on-call pay during these
896 4-holiday blocks. They will not receive double on-call pay for other listed holidays.
- 897 32.8 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
898 Officer.
- 899 32.9 The Fire Marshal Office member on-call must be available to respond to the fire scene
900 when requested within an hour, unless there are extenuating circumstances as
901 determined by the Chief.
- 902 32.10 The Fire Marshal Office member will work normal day hours while on call except for
903 contractual Holidays.
- 904 32.11 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
905 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
906 scheduled work hours. When called in to investigate a fire the Fire Marshal Office
907 member will receive their regular rate of pay and will not simultaneously receive regular
908 and on-call pay. Hours worked in excess of the Fire Marshal Office member's workday
909 approved by the Chief or designee will be compensated at 1-½ times the regular rate.
910 The on-call Fire Marshal Office member may receive phone calls from the on-duty
911 Battalion Chief seeking guidance or clarification on an incident. These phone inquiries
912 will be considered as compensated by the on-call pay stipend.
- 913 32.12 During periods of work when not on-call, Fire Marshal Office members will be able to
914 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
915 allowed off on vacation in a work week. Vacation selection shall be as follows:

- 916 → First round selection shall occur the second Monday in the month of January. Picks
917 shall occur by division seniority. During first round picks up to 3-weeks may be
918 selected, all picks must be full weeks. Full week blocks may not be removed once
919 selected.
- 920 → Second round selection shall occur the third Monday in the month of January. Up to
921 10-individual days may be selected
- 922 → Third round selection shall occur the fourth Monday in the month of January. Any
923 remaining days available may be selected.
- 924 → Any open vacation days left after vacation picks may be selected on a first come first
925 served basis.
- 926 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
927 Marshal Office member's on call schedule
- 928 32.13 The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
929 overtime during the time they are on-call.
- 930 32.14 As approved by the Chief, the Fire Marshal Office member investigating the fire scene
931 may be approved to use a reasonable amount of overtime to complete the fire report.
- 932 32.15 Any long term opening (i.e., medical) on the on-call fire investigation schedule will first
933 be offered to Fire Marshal division personnel. If unable to fill the open on-call block it
934 will then be offered to in-line firefighters who have fire investigation training by
935 seniority. Any in-line fighter who assumes the on-call block of the long term opening will
936 receive the on-call pay.
- 937 32.16 Each Fire Marshal Office member will be entitled to change their hours of on-call when
938 they can secure another Fire Marshal Office member or in-line firefighter with fire
939 investigation training to be on-call with prior approval of the Fire Marshal Captain and
940 Fire Chief provided that:
- 941 → Such substitution does not impose any additional cost to the City.
- 942 → Substituting employee would receive pay for on-call hours worked per Telestaff. Fire
943 Chief, Fire Marshal Captain, and on-duty Battalion Chief will be notified in writing of
944 change in on-call hours.
- 945 → Neither the City, nor the Fire Department is responsible for enforcing any agreement
946 made between employees. It is understood an employee's first responsibility is to the
947 employee's position with the City and the Department.

948 ARTICLE 33
949 MISCELLANEOUS

- 950 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
951 would result in the City paying members of the Bargaining Unit overtime pay for the
952 normal work week or day as set forth in this agreement, the work week and day as set
953 shall be renegotiable.
- 954 33.2 To provide the Fire personnel needed at special events (including without limitation by

955 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
956 administration. This list shall ask for volunteers to work the event. Those who
957 volunteer will be called out by seniority with qualifications. "Special events" shall
958 include Packers football games; payment for the Packers football games shall be at the
959 double time (2x) rate.

960 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct
961 employees to work at the events inversely by seniority as qualified. A further
962 stipulation shall apply as regards the calling to work of non-volunteers by inverse
963 seniority as qualified and that shall be: As an employee is ordered to work
964 because of their position in seniority shall after such work be eliminated from
965 the eligibility list or directed call-in at subsequent events in that calendar year.
966 However both parties understand that the major determinant of call-in is
967 departmental need at the events and notwithstanding the waiver given above
968 regarding a person who has already worked a game by non-volunteer call-in,
969 that person can be called in again if no qualified person is available.

970 33.3 The employer and Union agree that the recent transfer of the City Health Department to
971 Brown County will not impact our delivery of occupational health services to members
972 of Local 141. The individuals or agencies providing those services may change, but the
973 City agrees that those changes will have no impact on the health and safety of members
974 of Local 141.

975 33.4 It is agreed and understood that the City's third party administrator for health and
976 dental insurance has drafted a new booklet to address recent changes in the insurance
977 industry. This memorandum will serve as the City's guarantee that the level of benefits
978 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.
979 The only coverage changes in the booklet will be those that have been negotiated and
980 agreed upon.

981 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a
982 superior officer of the Fire Department, are under no duty to take action when faced
983 with an emergency. Any employee, while on duty, may however, respond to an
984 emergency as a private individual. While on duty, the authority granted in Section
985 213.095, Wis. Stats. shall apply as provided therein. Employees who have the
986 opportunity to respond to an emergency while off duty, and who don't, will not be held
987 accountable for such decision and, therefore, there can be no discipline for such
988 decision and inaction.

989 ARTICLE 34
990 DRUG TESTING

991 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice
992 of the provisions for the department drug testing program.

993 34.2 Discussion. It is the policy of this department that the critical mission of the fire service
994 justifies maintenance of a drug-free work environment through the use of a reasonable
995 employee drug testing program.

996 The fire fighting profession has several uniquely compelling interests that justify the use
997 of employee drug testing. The public has a right to expect that those who are sworn to
998 protect them are, at all times, both physically and mentally prepared to assume these
999 duties. There is sufficient evidence to conclude that the use of controlled substances
1000 and other forms of drug abuse will seriously impair an employee’s physical and mental
1001 health and thus job performance.

1002 Where fire service officers participate in illegal drug use and drug activity, the integrity
1003 of the profession and public confidence in that integrity are destroyed. This confidence
1004 is further eroded by the potential for corruption created by drug use.

1005 Therefore, in order to ensure the integrity of the department and to preserve public
1006 trust and confidence in a fit and drug-free fire fighting profession, this department shall
1007 implement a drug testing program to detect prohibited drug use by sworn employees.

1008 34.3 Definitions

1009 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire
1010 service powers and authority.

1011 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,
1012 in accordance with departmental procedures, for chemical analysis to detect
1013 prohibited drug usage.

1014 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge
1015 sufficient to induce an ordinary prudent and cautious person to believe that an
1016 individual is using or under the influence of drugs or other controlled substances.

1017 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary
1018 employee shall be considered to be any person who is conditionally employed
1019 with the department as a sworn employee.

1020 34.4 Procedures

1021 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary
1022 and sworn employees, while on and off duty:

- 1023 a) No employee shall illegally possess any controlled substance.
- 1024 b) No employee shall ingest any controlled or other dangerous substance,
1025 unless as prescribed by a licensed medical practitioner.
- 1026 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1027 substance shall immediately report the incident to their Battalion Chief so
1028 that appropriate medical steps may be taken to ensure the employee’s
1029 health and safety.
- 1030 d) Any employee, having a reasonable basis to believe that another employee is
1031 illegally using, or is in possession of any controlled substance, shall
1032 immediately report the facts and circumstances to the Battalion Chief on the
1033 shift. Training shall be provided on identification and handling of such
1034 situations.

1035 e) Discipline of sworn employees for violation of this policy shall be in
1036 accordance with the due process rights provided in the department's
1037 discipline and grievance procedures.

1038 34.4.2 Probationary Employee Drug Testing

1039 a) All probationary employees shall be required, as a condition of employment,
1040 to participate in unannounced drug tests prior to the completion of the
1041 probationary period. The frequency and timing of such testing shall be
1042 determined by the Chief or designee, and shall not exceed two tests during
1043 the probationary period.

1044 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as
1045 a condition of continued employment in order to ascertain prohibited drug use
1046 as provided below:

1047 a) All sworn employees shall be required to submit to a drug test prior to
1048 January 1, 1993, provided they are notified of such test at least 30 days in
1049 advance. Employees receiving inpatient treatment for a dependency problem
1050 at the time of the mass testing shall not be tested.

1051 b) A non-union supervisor may order an employee to take a drug test upon
1052 documented reasonable suspicion that the employee is or has been using
1053 drugs. A summary of the facts supporting the order shall be made available
1054 to the employee prior to the actual test.

1055 c) A drug test will be administered as part of all promotional procedures. Any
1056 member who refuses to submit to this form of testing for judgment, fitness,
1057 and readiness for duty, shall be immediately removed from their special
1058 assignments.

1059 d) Any sworn employee of this department who is directly involved in a serious
1060 fire incident shall be required by a non-union supervisor to participate in a
1061 drug screening test immediately following the event, or as soon as the
1062 tactical situation allows. A serious incident is defined as a fire vehicle
1063 accident in which serious injury is sustained by any involved employee or
1064 citizen requiring immediate medical attention by hospital personnel. If it is
1065 clearly evident that the employee is not at fault in the accident, no drug test
1066 will be required. A directly involved employee is one who is the driver of the
1067 fire vehicle.

1068 e) Any employee who in the carrying on of their duties, ingests, either directly
1069 or indirectly, any drug or narcotic substance, is required to document, as
1070 soon as possible thereafter such contact. Documentation should occur in
1071 writing explaining all circumstances, and the employee's supervisor should
1072 be notified as soon as possible. Drug tests will be administered and no
1073 disciplinary action will be taken if the tests are positive and the employee can
1074 prove that ingestion was involuntary.

1075 f) Beginning in 1993, the department shall randomly test members of the

1076 bargaining unit. Such test shall occur once per year per shift with no
1077 announcement of time or date. The method for random selection shall be
1078 such that each member of the bargaining unit has an equal chance of being
1079 selected. No one shall be tested randomly more than twice every 5 years.
1080 Every employee in the department shall be tested at least once every 5
1081 years. This shall not apply to causes for testing provided elsewhere in this
1082 article.

1083 34.4.4 Drug Testing Procedures

- 1084 a) The testing procedures and safeguards provided in this policy to ensure the
1085 integrity of department drug testing shall be adhered to by any personnel
1086 administering drug tests.
- 1087 b) Personnel authorized to administer drug tests shall require positive
1088 identification from each employee to be tested before they enter the testing
1089 area. This shall consist of picture ID that is government or employer issued.
- 1090 c) All employees whose urinalysis is not negative shall have a post-test
1091 interview with qualified medical personnel to ascertain and document the
1092 recent use of any prescription or non-prescription drugs, or any indirect
1093 exposure to drugs that may result in a positive test result.
- 1094 d) The bathroom facility of the testing area shall be private and secure.
- 1095 i. Authorized testing personnel shall search the facility before an employee
1096 enters it to produce a urine sample, and document that it is free of any
1097 foreign substances.
- 1098 e) Where the employee appears unable or unwilling to give a specimen at the
1099 time of the test, testing personnel shall document the circumstances on the
1100 drug test report form. The employee shall be permitted no more than 3
1101 hours to give a sample; during which the employee shall remain in the testing
1102 area. If the employee leaves the area, it is considered a refusal to test. Up to
1103 and not exceeding 40 ounces of water may be given to the employee to
1104 encourage urination. Failure to submit a sample shall not be considered a
1105 refusal to submit to a drug test until the individual has been examined by a
1106 doctor to determine if the individual has a pre-existing medical condition
1107 which would prohibit the donor from supplying the specimen.
- 1108 f) Employees shall have the right to request that their sample be split and
1109 stored in case of legal disputes. The urine samples must be provided at the
1110 same time, and marked and placed in identical specimen containers by
1111 authorized testing personnel. One sample shall be submitted for immediate
1112 drug testing. The other sample shall remain at the facility in frozen storage
1113 for one year. This sample shall be made available to the employee or their
1114 attorney should the original sample result in a legal dispute or the chain of
1115 custody be broken.
- 1116 g) Specimen samples shall be sealed in the presence of the participants,
1117 labeled, and checked against the identity of the employee to ensure the

1118 results match the tested specimen. All collections are handled forensically,
1119 which means they are labeled, double-sealed, double-checked for accuracy
1120 and completeness, stored in a secure, locked refrigerator until testing, and
1121 accompanied by a forensic chain-of-custody.

1122 h) Whenever there is a reason to believe that the employee may have altered
1123 or substituted the specimen to be provided, a second specimen shall be
1124 obtained immediately under direct supervision of the testing personnel.

1125 **34.4.5 Drug Testing Methodology**

1126 a) The testing or processing phase shall consist of a two-step procedure:
1127 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
1128 the same initial screening test.)

1129 ii. Confirmation test (GCMS)

1130 b) The urine sample is first tested using the initial drug screening procedure. An
1131 initial positive test result will not be considered conclusive; rather, it will be
1132 classified as “confirmation pending.” Notification of test results to the Chief
1133 shall be held until the confirmation test results are obtained.

1134 c) A specimen testing positive will undergo an additional confirmatory test. The
1135 confirmation procedure shall be technologically different and more sensitive
1136 than the initial screening test. No positive results will be reported to
1137 management until all confirming tests have been conducted and the medical
1138 interview with the Medical Review Officer (MRO) has been completed. This
1139 shall include a six mono acetyl morphine test when codeine is detected in the
1140 GCMS test.

1141 d) The drug screening tests selected shall be capable of identifying marijuana,
1142 cocaine and every major drug of abuse including heroin, amphetamines and
1143 barbiturates. Personnel utilized for testing will be certified as qualified to
1144 collect urine samples or adequately trained in collection procedures.

1145 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
1146 purposes of determining which substances will be tested for under this
1147 Article as well as the levels which will constitute a positive test.

1148 f) The laboratory selected to conduct the analysis shall be experienced and
1149 capable of quality control, documentation, chain-of-custody, technical
1150 expertise, and demonstrated proficiency in urinalysis.

1151 g) Employees having a negative drug test result shall receive memorandum
1152 stating that no illegal drugs were found. If the employee requests such, a
1153 copy of the letter will be placed in the employee’s personnel file

1154 h) Any employee who breaches the confidentiality of testing information shall
1155 be subject to discipline.

1156 **34.4.6 Chain of Evidence - Storage**

1157 a) Each step in the collecting and processing of the urine specimens shall be

1158 documented to establish procedural integrity and the chain-of-custody.
1159 b) Where a positive result is confirmed, urine specimens shall be maintained in
1160 secured, refrigerated storage for one year.

1161 34.4.7 Drug Test Results

1162 a) All records pertaining to department-required drug tests shall remain
1163 confidential and shall not be provided to other employees or agencies
1164 without the written permission of the person whose records are sought.

1165 b) Drug test results and records shall be sealed and retained in the employee's
1166 personnel file for an indefinite period. Only the employee, the Chief and the
1167 Human Resources Director shall be allowed to open such sealed records.

1168 34.5 Actions Taken/Positive Result.

1169 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1170 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1171 individual's employment shall be terminated. If the test is determined to be
1172 inconclusive, then the City shall not have just cause for termination.

1173 a) The exception shall be forced use as defined in 34.4.1(c).

1174 b) If an employee tests positive for a drug which was legally prescribed and led
1175 to their addiction to that drug then the employee shall be given an
1176 opportunity to rehabilitate according to paragraph 34.5.2.

1177 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline
1178 and referred to the Employee Assistance Program.

1179 a) The employee shall be subject to mandatory random testing for a period of
1180 two years.

1181 b) The Employee Assistance Program shall not be a substitute for disciplinary
1182 action if other rules and regulations have been violated or crimes committed.

1183 c) A second positive test for marijuana shall be grounds for termination.
1184 However, employees who test negative for two years after rehabilitation will
1185 not be dismissed if their second positive test for marijuana occurs more than
1186 ten years after the last positive test. In that case the employee will be
1187 afforded rehabilitation one more time.

1188 34.5.3 A positive test shall be defined as a confirmation test which establishes
1189 conclusively that the employee has ingested one of the drugs in question.

1190 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1191 policy shall be terminated from employment as a fire service employee.

1192 ARTICLE 35
1193 RESIDENCY

1194 35.1 All employees will be required to maintain residency within Brown County, counties
1195 which are contiguous to Brown County, or Southern Door County. Appropriate response

1196 time requirements may be established by the Fire Chief in consultation with the Human
1197 Resources Director.

1198 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1199 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1200 through appropriate communication means. In these or any other emergent situation,
1201 members shall be called without regard to the normal overtime calling procedures.

1202 ARTICLE 36
1203 DURATION AND NEGOTIATION TIME TABLE

1204 36.1 This agreement shall become effective as of January 1, 2018 and remain in force and
1205 effect to and including December 31, 2019 and shall renew itself for additional one year
1206 periods until and unless either party, prior to July 1, before the expiration of this
1207 agreement and the expiration of any of its renewal dates, notify the other party in
1208 writing that it desires to alter or amend the same at the end of the contract.

1209 36.2 Negotiations may begin at any time prior to July 1.

1210 Signed and dated this 22nd day of September, 2017.

1211 CITY OF GREEN BAY GREEN BAY FIRE FIGHTERS, LOCL 141

1212 /s/ James J. Schmitt
1213 James Schmitt, Mayor

/s/ Ryan M. Hintz
Ryan Hintz, President

1214 /s/ David Litton
1215 David Litton, Fire Chief

/s/ Bernard Carwardine
Bernie Carwardine, Vice President

1216 /s/ Lynn M. Boland
1217 Lynn M. Boland, Human Resources Director

/s/ Todd Madson
Todd Madson, Secretary/Treasurer

1218 Attest:

1219 /s/ Kris A. Teske
1220 Kris Teske, City Clerk

1221

1222

SCHEDULE "A"
WAGES

1223
1224
1225
1226

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

POSITION	July 1, 2018 2%	July 1, 2019 2%
New Hire	\$2,140.67	\$2,183.48
After 18-Months	\$2,314.91	\$2,361.21
Private (After 3-years' service)	\$2,489.15	\$2,538.93
Private (after 6 years' service) Top Firefighter Rate	\$2,557.07	\$2,608.21
Engineer (less than 11 years' service)	\$2,649.54	\$2,702.53
Engineer (after 11 years' service)	\$2,679.93	\$2,733.53
Lieutenant (less than 17 years' service)	\$2,821.50	\$2,877.93
Lieutenant (after 17 years' service)	\$2,867.75	\$2,925.11
Captain	\$3,068.82	\$3,130.20
EMT	\$70.32	\$71.73
Paramedic	\$108.68	\$110.85

- 1227 1) The employee(s) designated to maintain the S.C.B.A will be paid the daily rate per 24.1.3 for
1228 each scheduled duty day in addition to their regular pay.
- 1229 2) Management shall exercise its discretion in starting new employees above step 1.
- 1230 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of
1231 service, provided they have successfully completed Wisconsin Certified Driver/Operator
1232 Pumper and Aerial and has Wisconsin EMT certification.
- 1233 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years
1234 of service, provided they have successfully completed Wisconsin Certified Fire Officer I and
1235 has Wisconsin EMT certification.
- 1236 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-
1237 years, then the employee shall receive 75% of the difference between Private with 6-years
1238 of service and Engineer with 11-years of service. The employee must take a promotion
1239 whenever available; otherwise the employee's salary reverts to the Private 6-year rate. An

- 1240 Engineer must maintain EMS certification; failure to do so will result in the employee being
1241 returned to the Private after 6 years of service rate.
- 1242 6) An employee shall receive the “Lieutenant After 17-Years” salary upon completion of 17-
1243 years of service, provided they have successfully completed Wisconsin Certified Fire Officer
1244 I and has Wisconsin EMT certification.
- 1245 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant
1246 prior to having 17-years of service, then the employee shall be paid 75% of the difference
1247 between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The
1248 employee must take the promotion to Lieutenant whenever available; otherwise the
1249 employee’s salary reverts to the Engineer with 11-years of service rate. A lieutenant must
1250 maintain EMS certification; failure to do so will result in the employee being returned to the
1251 Private after 6-years of service rate.
- 1252 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution
1253 of the employee’s designation. Holiday paychecks may be direct deposited at the discretion
1254 of the employee.