

AGREEMENT
BETWEEN
THE CITY OF WAUWATOSA
AND
WAUWATOSA PROFESSIONAL FIREFIGHTERS' ASSOCIATION
LOCAL 1923
2008 – 2010

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Agreement Memorandum

THIS AGREEMENT entered into this 25th day of January , 2010, effective January 1, 2008, by and between the CITY OF WAUWATOSA, through its Mayor, Jill Didier, acting pursuant to resolution of the City Council of Wauwatosa, authorizing her to enter into such agreement, hereinafter referred to as the "City" and the WAUWATOSA PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 1923, through its duly authorized officers, as bargaining agent for all of the Fire Department employees designated herein to be within the unit, hereinafter referred to as "The Union" and "Employees" respectively.

Article I - Purpose of Agreement

The purpose of this Agreement is to promote efficiency, safety, cleanliness and care of equipment and property as well as to provide facilities for a fair and peaceful adjustment of any differences which might arise by and between the City and any employee and the Union, and to assure and provide the utmost in fire protection and prevention for the lives and properties of all the residents of the City of Wauwatosa.

Article II - Recognition

The City hereby recognizes The Union as the exclusive bargaining agent for the unit of representation certified by the Wisconsin Employment Relations Commission "Order Clarifying Bargaining Unit" No. 10956-A, dated June 5, 1972, encompassing the positions of Fire Fighter, Motor Pump Operator, Lieutenant and Captain but excluding the positions of Chief, Assistant Fire Chiefs, Chief Inspector, Inspector, Training Officer, Master Mechanic, Mechanic's Helper and such other clerical and janitorial aides as may be assigned to department business.

Article III - Association Affairs

Section 1: The Union shall be allowed to conduct its meetings in appropriate locations within the fire stations of the City, free of charge, with prior approval from the Chief or other officer in charge. Notices or bulletins authorized by the officers of The Union shall be allowed to be posted within the respective fire stations at locations approved by the Chief. The Union shall advise the Chief and the Personnel Director, in writing, upon selection of the names of the Union officers and members appointed to the grievance and bargaining affairs committee.

Section 2: Reasonable time shall be granted to members of the grievance committee on duty for grievance investigations and to hold and attend grievance meetings and deduction from pay shall not be made for such time as may be so required. Such privilege shall be extended also to the duly elected officers of the Union. No deduction shall be made from the pay of an aggrieved complainant for his/her attendance at a grievance meeting if it is scheduled at a time that he/she is regularly on duty.

Section 3: One member of the Contract Affairs Committee shall be temporarily excused from any assigned duty on the Fire Department to attend any regularly scheduled Fire Department negotiations session, or any arbitration proceeding, upon the condition that he/she first secures the consent of the Chief or other officer in charge, which shall not be unreasonably withheld.

Section 4: A second member of the Contract Affairs Committee shall be temporarily excused from any assigned duty on the Fire Department to attend any regularly scheduled Fire Department negotiations session, or any arbitration proceeding, upon the condition that he/she first secures consent of the Chief or other officer in charge, which shall not be unreasonably withheld and further provided that this departure shall not cause a reduction of manpower on the shift to less than the minimum staffing level.

Section 5: The President of the Union or his/her designee shall be temporarily excused from any assigned duty on the Fire Department to attend any regularly scheduled quarterly Strategic Benefit Planning Committee meetings, upon the condition that he/she first secures consent of the Chief or other officer in charge, which shall not be unreasonably withheld, and further provided that this departure shall not cause a reduction of manpower on the shift to less than the minimum staffing level.

Section 6: One member of the Contract Affairs Committee shall be temporarily excused from any assigned duty on the Fire Department for any regularly scheduled Contract Affairs Committee meeting within the County of Milwaukee upon the condition that he/she first secures the consent of the Chief or other officer in charge which shall not be unreasonably withheld, and remains subject to the call to duty if the Chief or other officer in charge deems such to be necessary. A second member of such committee shall also be temporarily excused for similar purposes and under the same conditions provided his/her departure shall not cause a reduction in manpower on the shift to less than the minimum staffing level.

Section 7: Departmental Hearings:

“Hearing” for the purpose of this Section shall mean an investigatory interview, conducted by the administration of the Department, or other City agent, which the employee reasonably believes may lead to discipline. As to any such “hearing” the Department shall provide at least 48 hours notice to the employee and the Union and provide all written charges for which the meeting is being held. Provided, however, that such hearing may be scheduled earlier in the event of an emergency. If the employee requests Union representation, the Union may designate up to 2 representatives to be present. Such representation shall not result in additional cost to the City.

Article IV - Work Hours and Duties

Section 1: The work week for the Fire Department shall consist of a fifty-six (56) hour duty week conducted and scheduled in accordance with the 1971-72 nine (9) day cycle. The employee shall report and be available for duty upon the departure of the employee he/she is relieving but no later than 8:00 A.M. Oncoming employees shall be given a reasonable time after 8:00 A.M., not to exceed 15 minutes, to contribute to meal funds. Nothing herein, however, shall disrupt regular response to emergency calls.

It shall not be necessary for the Fire Department to obtain Union waiver of the terms of this section in the event an employee is to attend paramedic basic course training classes, Monday through Friday. However, if the employee is scheduled to work the Sunday preceding training the employee shall be permitted to leave work at 8 p.m. without loss of pay or benefits. If the employee is scheduled to work the Saturday following training the employee shall be permitted not to report during the 24 hours of that Saturday without the loss of pay or benefits. All vacations that fall during the required training classes and during subsequent on the job training will be rescheduled at a date outside the training period within the same calendar year, if possible. Management will authorize a sixth employee to be off as needed to allow the trainee to reschedule as a cycle her/his first cycle pick lost, and to reschedule other picks lost if rescheduling would otherwise not be possible. If it is not possible to reschedule within the same calendar year, the days remaining unscheduled will be picked in the following year. The days carried over will be added to the trainee's vacation to be scheduled off in the subsequent year. The trainee will not be permitted to pick vacation days in that year that fall within the training period. Trainees in the process of rescheduling will not be given priority as to days off that become available during the year after having previously been picked.

The Department, at its option, may require training during other than normal work hours for a probationary employee in accordance with the following rules, without the need for a Union waiver:

1. Such training cannot be required on the employee's holiday, trades or vacation time off; the employee at his/her option, however, may choose to participate.
2. No more than 100 hours of such training may be scheduled.
3. The City shall provide transportation to and from such training, with payment for all travel time.
4. All such training hours beyond the regular workday of a probationary recruit (an employee scheduled to work eight hours a day) shall be paid at time and one-half.
5. Upon three days' notice to a probationary recruit, the City may reschedule his/her eight hour work period to accommodate such training needs.

Section 2: Every employee shall be granted a one hour lunch period, including cleanup time, which shall commence as near as reasonably practicable to the noon hour. Time lost due to emergency call interruption will be honored upon the employee's return to the station.

Section 3: The duty day shall terminate for the purposes of cleanup, training procedures, and other regular routines on or before 5:00 P.M., except as stated in Article XXX, Section 2. The balance of the twenty-four (24) hour period shall be spent in stand-by waiting, and/or serving in matters of emergency and such occasional public relations demonstrations as may be reasonably required.

Section 4: Maintenance and servicing of equipment, vehicles, and other property after 5:00 P.M. shall be solely limited to items necessary for efficient response to alarms. Apparatus room floors should be made reasonably safe and dry in all areas utilized by employees in response to alarms. Normal vehicle and house cleanup will be postponed to the following duty crew.

Section 5: On any of the days scheduled as holidays, per Article XX hereof, plus Easter Sunday, duties shall be limited to the past customary practice of morning cleanup, parade appearances, stand-by, in-house training and serving in matters of emergency call and such occasional public relations demonstrations as may be reasonably required, provided that no member shall be required to serve more than 2 hours in such effort; except that the City may require additional duties of unit employees upon payment to such employees of time and one-half for all time so required.

Section 6: Trades

- A. All unit employees shall have the right to enter into trades of duty time, subject to the following rules:
 1. Except for Paramedics, both parties involved in the trade must be able to perform the duties within the rank qualifications of the employee with whom they traded. An employee who trades with an M.P.O. must be qualified by department standards to operate all equipment the M.P.O. is normally assigned to operate.
 2. A paramedic may trade with any other employee if he or she can perform the duties within the rank of the employee with whom he or she trades unless, at the time of submittal, such trade puts the staffing below the required three (3) Paramedics per duty day minimum. (In such instance, the Paramedic seeking the trade would be required to trade with another Paramedic.)
 3. E.M.T. #1 requirements, duties and certification shall have no bearing on the above trade requirements, and such duties shall not be considered "duties within the rank" as that phrase is used above, except that an employee who trades with the Lieutenant assigned to the transporting rescue squad must meet the E.M.T. requirements for that assignment.
- B. An employee wishing to initiate a trade in excess of six (6) hours must notify the Duty Chief in writing prior to the start of the trade. Trades created on short notice may be initially approved orally by the Duty Chief, but written Form #43 must be completed and submitted as soon as possible. The Duty Chiefs shall have the authority to deny any duty time trades, where the trade partners do not meet the requirements as set forth in Article IV, Section 6. Trades of six (6) hours or less shall be considered "buddy" trades and shall require oral notification of the Duty Chief prior to the start of the trade, but not written notification.
- C. Once a duty time trade has been approved by an Duty Chief, the employees shall be considered as having exchanged duty time, and that exchange of duty time shall be

treated as his/her normal tour of duty with respect to the employee's rights and privileges as provided in the existing labor contract between the City of Wauwatosa and Local 1923.

- D. The City, in its discretion, may utilize trading personnel as though the trading party was normally assigned to the on-duty crew.
- E. Once a duty time trade has been approved by a Duty Chief, the duty trade may be changed only with the permission of the Duty Chief.
- F. If an employee is promoted or shifted to the same crew as an employee with whom he/she has traded, the trade shall be considered void.
- G. The City shall not be liable for FLSA overtime payments as the result of the voluntary exchange of duty hours by employees, nor shall the City assume any responsibility for the recovery or payment of time traded.
- H. An employee assigned to detached duty shall not be allowed to schedule a trade for the time he/she will be on detached duty. Trades that were scheduled for the time he/she will be on detached duty before the employee was assigned to such duty shall be considered dissolved unless the trade day is scheduled to occur within 72 hours of the start of detached duty and the employee had 72 hours or less notice of his/her assignment to detached duty.

Section 7: Physical Fitness.

A committee of three (3) Union and three (3) City appointees shall continue to study physical fitness standards and make recommendations to the Union president and Personnel Director as may be agreed.

Section 8: Crew Changes.

Before any change in crew assignments may be consummated for the purpose of reducing overtime, the change shall be subject to the following terms and conditions:

- A. The change shall not conflict with scheduled vacation hours including incorporated holiday compensatory time off.
- B. The change shall not conflict with trades of record.

If a change in crew assignment would not cause such a conflict, the employee's crew assignment may be changed, subject to the following terms and conditions:

Notice Period Prior To The Effective Date Of The Crew Change	Premium Paid Per Duty Day	Employee Approval
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31 days or more	\$75.00	Not required
30 days or less	\$75.00	Required

Normal annual crew changes, crew changes intended to last until the next annual crew change and crew changes necessitated because of promotions shall not qualify for the notice period, premium pay and employee approval.

Section 9: Smoking Areas Within Fire Stations.

Smoking on fire department premises shall be allowed on the apparatus floors only.

Section 10: Transfer Pay

Members shall be compensated for one station transfer per shift worked, at a rate of \$ 19.24 in 2008 and a rate of \$19.76 in 2009, and a rate of \$20.31 in 2010, when a private vehicle is utilized. A station transfer is considered an assignment to more than one station where the new assignment is for the balance of the shift or where the assignment occurs after 5:00 p.m. Station transfer is for individuals, not company transfers. The compensation rate will increase annually with the negotiated wage increase.

Article V - Probationary Period

Section 1: An employee shall be probationary and without seniority rights for his/her first calendar year of service, with such year to begin on his/her first work day on the Fire Department payroll. Such probationary employee may be laid off, transferred, or discharged at any time during such period without any recourse to the Grievance procedure. Thereafter, rights of seniority shall be retroactive to his/her date of original hire, i.e., his/her first work day on the Fire Department payroll. In all other respects such employee shall be eligible for union membership and entitled to all benefits as such may provide.

Section 2: During the probationary period, the probationary fire fighter's schedule will be from 0800 to 1630 hours, Monday through Friday, and Saturday, 0800 to 1600 hours. The work schedule after completion of the training period will be in accordance with Article IV, "WORK HOURS AND DUTIES".

Article VI - Non-Discrimination

The City and the Union agree that their respective policies will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age national origin, union association or in the application or interpretation of this Agreement.

Article VII - Authority and Responsibility of Employer

Section 1: The City retains and reserves the sole right to manage its affairs in accordance with its responsibility and the powers or authority which have not been specifically abridged, delegated or modified by other provisions of this Agreement.

Section 2: The powers and authority retained by the City shall not be exercised in any manner to undermine the Union.

Article VIII - Insurance

Section 1: Health Insurance.

Effective January 1, 2005 and continuing for the term of this Agreement and its extensions, the health insurance coverage, at the City's expense, shall be identical to those provided to the employees on December 31, 2004 with the following modification:

A. **Wellness Requirements:** Minimum wellness requirements shall be at City expense and shall include the completion of the following: (1) comprehensive health risk assessment including fasting blood screen and biometric screening; (2) age and gender appropriate routine screening to include mammograms, pap screens, colorectal cancer screening and PSA test for prostate cancer; and (3) employee wellness coaching. The City will comply with all applicable HIPAA regulations in connection with administering the wellness program. The City will not request nor accept any personal health information from the City's wellness vendor relating to a City employee. Any information shared by an employee with the City as a result of his or her participation in the wellness program shall be held in strict confidence. Compliance with the minimum wellness requirements shall be as set forth in "Invest in Wellness," the wellness document provided by the City and attached hereto.

B. **Routine and Preventive Care.** Routine tests and procedures and preventive care shall be covered 100% in-network, 70% out-of-network.

C. **Annual Deductibles for Employees Who Completed Minimum Wellness Requirements.** Effective January 1, 2009, employees who complete the minimum wellness requirements set forth in Section A above shall pay the following annual deductible: In-Network \$200 for single, \$400 for family; Out-of-Network \$400 for single, \$800 for family.

D. **Annual Deductibles for Employees Who Do Not Complete Minimum Wellness Requirements.** Effective January 1, 2009, employees who do not complete the minimum wellness requirements set forth in Section A above shall pay the following annual deductible: In-Network \$300 for single, \$600 for family; Out-of-Network \$500 for single, \$1,000 for family.

E. **Out of Pocket Annual Maximum.** Effective January 1, 2005, employees shall pay an \$800 individual out-of-pocket annual maximum or a \$1,600 family out-of-pocket annual maximum for in-network or out-of-network services. Effective January 1, 2006, employees shall pay a \$1,000 individual out-of-pocket annual maximum or an \$1,800 family out-of-pocket annual maximum for in-network or out-of-network services. The co-insurance for services provided by PPO members shall continue to be computed on the

basis of 90% paid by the plan and 10% paid by the employee, until the employee's out of pocket maximum is met. Effective January 1, 2004, the co-insurance for services provided by non-PPO members shall be computed on the basis of 70% paid by the plan and 30% paid by the employee, until the employee's out of pocket maximum is met..

F. Lifetime Maximum. Effective January 1, 2006 the individual lifetime maximum shall be increased to \$2 million with no more than \$1 million per year.

G. Retail Prescription. Effective January 1, 2005, employees shall pay \$12 for each generic prescription, \$20 for each formulary prescription, and \$31 or 20% (whichever is greater) not to exceed \$65 per prescription for each non-formulary prescription. Effective January 1, 2007, employees shall pay \$15 for generic prescriptions, \$24 for formulary prescriptions, and \$40 or 20% (whichever is greater) not to exceed \$80 per prescription for non-formulary prescriptions. Effective January 1, 2008, each retail prescription co-pay shall be limited to a 30 day supply.

H. Mail Order Prescription. Effective January 1, 2005 for each maximum 90 day mail order prescription employees shall pay \$24 for each generic prescription, \$40 for each formulary prescription, and \$62 or 20% (whichever is greater) not to exceed \$130 for a non-formulary prescription. There shall be no reimbursement for employee prescription co-pays. Effective January 1, 2007 for each maximum 90 day mail order prescription employees shall pay \$30 for each generic prescription, \$48 for each formulary prescription, and \$80 or 20% (whichever is greater) not to exceed \$160 for each non formulary prescription. There shall be no reimbursement for employee prescription co pays.

I. Over-The-Counter Medications. Effective January 1, 2005 the plan will include coverage as a generic for the purchase of over-the-counter medications for which a prescription drug exists. This provision is limited to medications for acid reflux and allergy.

J. Effective January 1, 2005, there shall be a \$5,000 lifetime maximum on the diagnosis and correction of infertility but excluding in-vitro fertilization, infertility and artificial insemination services.

K. Chiropractic. Effective January 1, 2005, for chiropractic services the plan will pay 90% In-Network and 70% reasonable and customary Out-of-Network costs for a maximum of 36 visits per calendar year.

L. Optical Insurance. Effective January 1, 2005, the City shall provide VIPA 70 Gold or equivalent insurance with a \$10 deductible.

M. Effective November 1, 1994, the definition of "dependent" shall be the following: The employee's dependent shall be the employee's legal spouse. Eligible dependents shall also include the employee's unmarried children through the end of the

month in which the child becomes 19 years old or through the end of the month in which the child becomes 25 years old if the child is a full time student at a recognized college, university, secondary or trade school and the employee provides at least 50% of his/her support. A dependent who is 19 years of age or older on January 1, 1995, shall be covered as provided by the previous definition of "dependent". A "child" includes a natural born child, legally adopted child, step-child or foster child. A dependent must not be either an employee of the City or in the armed forces of any country. To be eligible, a dependent must reside in the United States. (There is no change in the definition and coverage of a handicapped dependent.)

N. Effective December 31, 2001, the alcohol/drug and mental health coverage shall remain the same except for the following changes:

1. Inpatient Coverage: Effective January 1, 2002, the plan will cover 30 days of inpatient treatment per person per year at 100% and 40 days of inpatient treatment at the appropriate PPO or non PPO percentages, with an annual maximum of 70 days.
2. Effective on January 1, 2004, the outpatient nervous, mental, drug and alcohol benefit shall be changed to 10 office visits paid at 100% and 80 office visits at 90% for PPO providers and 70% for non PPO providers. The benefit is available annually to each eligible participant.

O. Cost Sharing. Effective January 1, 2008, each employee shall pay the City \$6 single/\$15 family biweekly through a payroll pre-tax deduction as a cost sharing contribution.

Effective January 1, 2009, each employee shall pay the City \$12 single/\$30 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements in the above paragraph that employee's cost sharing contribution shall be reduced to \$6 single/\$15 family.

Effective January 1, 2010, each employee shall pay the City \$16 single/\$40 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements in the above paragraph that employee's cost sharing contribution shall be reduced to \$8 single/\$20 family.

P. The Union through its designated representative(s) shall participate in good faith in a joint labor/management health insurance standing committee on at least a quarterly basis.

Section 2: Life Insurance.

A. For active employees only, the City shall pay the entire premium for life insurance under the group plan contracted for by the City. Each active employee shall have the annual option of (1) taking coverage in an amount equal to 120% of the employee's next highest thousand dollars of annual base salary, plus longevity pay received by the employee as determined on the previous October 1st; or (2) in the amount of coverage

equal to 100% of the employee's next highest thousand dollars of annual base salary, plus longevity pay received and family coverage providing for death benefits of \$3,000 coverage for the employee's spouse, plus \$1,500 coverage for each dependent child of the employee. For the purposes of this paragraph, dependent child shall be defined to include children between six (6) months and nineteen (19) years of age.

B. Upon retirement under the appropriate retirement system (WRF or 62.13), the employee may continue, at his/her own expense, to pay the premium for such continued policy equal to the amount of insurance to which he/she was eligible at retirement until the employee attains age 65, or at the employee's option, he/she may take a paid-up policy equal to 25% of the coverage to which he/she is eligible upon retirement, or \$3,500.00, whichever is the lesser. If the employee elects to continue the higher coverage as set forth, at age 65 the employee shall receive a paid-up policy equal to 25% of the insurance for which he/she was eligible upon retirement or \$3,500.00, whichever is the lesser. This provision shall apply to all employees of record as of the date of June 30, 1974.

C. Employees hired after June 30, 1974, shall, at retirement, receive at their option, a paid-up policy in the amount of \$2,500.00 or, at their own expense, they may continue the insurance coverage in effect at date of retirement until age 65. At age 65 they shall receive a paid-up policy in the amount of \$2,500.00.

Section 3: Dental Insurance.

A. Effective July 18, 1996, the City shall pay the lesser of seventy percent (70%) of the monthly premium for the City's self-funded dental insurance, single or family, as appropriate, or 70% of another dental plan offered by the City and chosen by the employee. The coverage and benefits of such insurance plan shall be equal to or better than those provided unit employees in the previous agreement or its extension.

B. The City's dental insurance program shall be self-funded. The City agrees to administer the self-funded program, including, if it chooses, through a third-party administrator.

C. The Union agrees that the City shall offer those Union members who desire dental group coverage the option of the City's self-funded plan or the Care-Plus Benefit Plan, Inc. The self-funded plan shall pay 80% of class C services, have an annual benefit maximum of \$2,000 for other than class D orthodontia and have a lifetime maximum per person for class D orthodontia of \$2,500. The annual benefit on the Care-Plus plan is \$2,000.

D. The City shall offer open enrollment into either the self-funded or the Care-Plus plans once per year and provide reasonable notice, but not less than thirty (30) days, of such opportunity.

E. Any employee not enrolled in either the self-funded or Care-Plus plans at the time he or she chooses to enroll in the self-funded plan pursuant to the open enrollment opportunity will be covered for routine and basic care. Major care (crowns, bridges and

dentures) and orthodontic coverage will be delayed until the employee or his/her affected dependent has been covered under the plan for twelve (12) months.

F. Any employee who goes into the Care-Plus program pursuant to the open enrollment opportunity and was in the self-funded program at the time of enrollment will have full immediate benefits under the Care-Plus Plan.

Section 4: Retired and Disabled Employees and Certain Spouses and/or Dependent Children.

A. For retirements or terminations as described in this subsection A, the City shall pay thereafter 50% of the total premium required for identical standard and major-medical continuing health coverage, single or family as appropriate, as provided active unit employees under the following circumstances:

1. Effective 1/1/79, upon retirement at age 55 or thereafter.
2. Effective 12/31/83, upon retirement at age 50 or thereafter.
3. Effective 7/27/83, upon termination due to disability as defined in Section 40.65(4), Wis. Stats., Laws of 1982, as amended from time to time.

B. For retirement at age 50 or thereafter or terminations due to disability as defined in Section 40.65(4), Wis. Stats., Laws of 1982 as amended from time to time, which occur on or after January 1, 1986, the City shall pay thereafter premiums for identical standard and major medical continuing health coverage, single or family as appropriate, as provided active unit employees as follows:

1. For the period January 1, 1986 through December 31, 1986, the full amount of all premiums.
2. Beginning January 1, 1987 and continuing each calendar year thereafter, the full amount of the premium but not to exceed 110% of the preceding premium.
3. For employees hired after January 1, 2008, the City shall provide one-half (50%) of the total premium expense each month for the identical standard and major medical health coverage to every employee upon retirement at age 50.

C. Such premium payments by the City under subsections A or B of this section shall continue thereafter until the existence of any of the following:

1. The death of the employee.
2. The acceptance of the employee in a Medicare program.
3. The acceptance of the employee into an equivalent paid program of health insurance coverage of another employer, during the period of such coverage. Written notice of such acceptance and new coverage shall be given to the City within 30 days of the employee's knowledge of his/her acceptance.

D. Subject to the exceptions of C1), C2), and C3) of this Section as applied to the persons named in this subsection D, the spouse and/or dependent children of an employee whose death is a result of a job related injury, illness or disease shall be provided at City expense with such identical coverage for a period of 24 additional premium months next following the employee's death. For the purpose of applying this subsection D only, the presumptions of Section 891.45, Wis. Stats., shall not be applicable if death occurs more than one year after termination or retirement.

E. An employee's spouse and/or dependent children who otherwise would have continuing coverage terminated due to the exceptions or limitations as set forth in C1), C2), C3 and/or D of this Section shall be permitted by the City to continue within its health insurance group, at the spouse or dependent children's sole expense, providing the premium is paid monthly, in advance, to the City.

Section 5. Retirement Health Care Savings Accounts

A. Annual Sick Leave Conversion

Employees shall convert 1/4 of their accumulated unused annual sick leave at the end of the year into a Retirement Health Care Savings Account. The maximum number of hours converted each year shall be 36 hours. The cash conversion will be at the employee's regular rate of pay on December 31 of that year.

B. Sick Leave Conversion at Retirement

Employee hired after January 1, 2008, shall convert all of their accumulated unused sick leave up to a maximum of 1940 hours into a Retirement Health Care Savings Accounts upon retirement. The cash conversion will be at the employee's regular rate of pay on the date of retirement.

C. City's Payment into Plan

1. For employees hired after January 1, 2008, and who have satisfactorily completed probation, the City shall pay \$500 one time into the employee's Retirement Health Care Savings Account.

2. For employees hired before January 1, 2008, the City shall pay \$250 one time into the employee's Retirement Health Care Savings Accounts.

Article IX - Clothing Allowance

Section 1: Effective December 29, 2002, clothing allowance of \$350 shall be incorporated into unit employee's base rate of pay prior to the application of the 3.4% salary increase. The clothing allowance for 2002 has already been paid in January of 2002. (This section was inadvertently omitted from the printed 2002-04 contract. However, the contract was administered consistent with this language).

Section 2: The City shall assume the expense of any subsequent required changes in color or style of the fire fighting work uniform, including turnout gear.

Section 3:

A. All clothing and equipment of the employee damaged in the line of duty shall be repaired or replaced, as appropriate, at the cost of the City, subject to approval of the necessity for such replacement by the Chief or his/her authorized representative.

B. All turnout gear paid for entirely by the City shall be the property of the City.

C. The City and the Union shall establish a clothing replacement committee, comprised of an equal number of City and Union appointees not to exceed three city appointees and three union appointees, to resolve any dispute concerning the suitability of turnout gear reserve clothing for replacement purposes for a particular employee. Committee impasse, if any, will be resolved by a mutually agreed upon third party umpire.

Section 4: The City shall be responsible for the purchase of turnout gear which meets "departmental standards" as such standards may be amended from time to time. "Departmental standards" shall be established by the City after consultation with the joint City-Union Safety Committee, in a manner consistent with the development of the 1990 clothing standard Agreement.

Section 5: "Turnout" gear shall be defined to include, but not be limited to, the following items:

- (a) Helmet
- (b) Gloves
- (c) Coat
- (d) Bunker pants
- (e) Bunker boots
- (f) Suspenders
- (g) Eye protection
- (h) Protective Hoods

Section 6: The turnout gear purchased on a one time only basis by the City for employees who were at least 50 years of age on January 1, 1990 shall remain the City's turnout gear.

Section 7: The Department shall maintain a reserve of not less than ten complete sets of turnout gear.

Section 8: Turnout gear may be used only by on-duty Wauwatosa fire department personnel, and only for fire fighting or training purposes, or as otherwise authorized jointly by the Department and the Union.

Article X - Retirement Pension Fund

Section 1: The City shall take all steps that are necessary and required by law to continue and keep in force the pension plan presently in effect for the employees.

Section 2: Beginning on January 1, 1971, the City shall assume the entire cost of any contribution as may be required for each employee under the Wisconsin Retirement Fund plan presently in effect.

Article XI - Vacations

Section 1: Employees shall be entitled to vacations as follows:

- A. One Hundred Thirty-six (136) duty hours vacation after one (1) year of service.
- B. One Hundred Ninety-two (192) duty hours vacation after five (5) years of service.
- C. Two Hundred Forty-eight (248) duty hours vacation after thirteen (13) years of service.
- D. Three Hundred Four (304) duty hours vacation after twenty (20) years of service.

Section 2: The Chief shall make a vacation schedule and notice of proposed crew changes available for employees on or before November 1st of each year in order that vacations for the following year may be chosen by employees prior to December 31st. The manner of vacation selections and rotation choices for all personnel shall be continued to be made in conformity with the thirteen (13) day cycle - three (3) succeeding duty days - one choice selection, rotation system - presently in effect, except that the Union members shall be entitled to preference of selections strictly by seniority and regardless of rank. Selections shall be made until no more than twenty-four (24) hours of vacation remain to be selected by an employee. Any remaining vacation may be carried as unallocated vacation that may be selected at a later time.

Selection of any unallocated vacation shall be made at least twenty-four (24) hours prior to the start of the vacation unless otherwise approved by the Chief or a designated representative. This provision may be reopened by either party for application after December 31, 2000. If the parties are unable to resolve this issue it shall be subject to arbitration.

A minimum of five (5) Union employees shall make selection for vacation from each series of dates as customarily and presently designated under the plan throughout the calendar year. Said minimum may be exceeded at the discretion of the Chief of the Department when such is necessary because vacation and/or holiday rescheduling is required due to the illness/job injury provision of this section.

Vacation choices shall be scheduled and available from the first full cycle day of the contract year to and including any cycle commencing prior to the January crew change date for the following year. No vacation selection of any full thirteen (13) day cycle, any part of which extends past the crew change date, can be made unless it can be done without additional salary cost to the City.

At the discretion of the Chief, additional vacation selections may be offered to the personnel of the department providing such is done on the basis of straight seniority without regard to rank. Any employee hospitalized for any reason or injured by reason of a job-related disability shall be permitted to reschedule his/her proposed vacation during any other vacation choices remaining available per the above rules.

All vacations vacated by any employee hospitalized for any reason or injured by reason of a job related disability and not on light duty shall be made available for selection to all other Department employees providing such is done on the basis of straight seniority and without regard to rank. Medical certification is required to document that the employee will not be able to work full or light duty on those days.

Section 3: Members of the bargaining unit represented by the Union shall be entitled to a maximum carryover of unused vacation as follows:

- A. Members entitled to 304 hours of vacation per year shall be entitled to carry over 138 hours per year.
- B. Members entitled to 248 hours of vacation per year shall be entitled to carry over 113 hours per year.
- C. Members entitled to 192 hours of vacation per year shall be entitled to carry over 87 hours per year.
- D. Members entitled to 136 hours of vacation per year shall be entitled to carry over 62 hours per year.

The vacation carryover prescribed above shall be inclusive of the 24 hour carryover currently provided by Department Bulletin and incorporated within the Collective Bargaining Agreement and shall be available only to members who have been unable to reschedule vacation during the year of selection because they were hospitalized for any reason or injured by reason of job-related disability. The carryover amounts shall not accumulate from year-to-year.

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Article XII - Sick Leave

Section 1: Employees shall be granted sick leave with pay for periods not to exceed 216 hours in the aggregate during any one calendar year. Said leave is earned at the rate of eighteen (18) hours per month and shall be available for use once earned, however, earnings shall be credited to each employee on a monthly basis following completion of the month in which said leave was earned. Such accumulated sick leave as may be earned throughout the employee's course of employment, but unused, may be accumulated to the extent of a maximum of 2568 hours and used at any subsequent time as may be necessitated by an injury or illness or major dental care to an employee or to a member of his/her immediate family, providing, however, that in no event shall sick leave be extended beyond three (3) duty days per occasion for any single injury or illness sustained by any such members of the immediate family.

Immediate family shall be defined as set forth in Article XIV, Funeral Leave, Section 1. In the event of the utilization of sick leave by reason of injury or illness of an immediate family

member the employee shall be obligated to identify the family member and shall specify whether the leave is required by reason of medical or dental ailment but shall not be obligated to specify in any manner the particular nature of such ailment. The information submitted by reason hereof is intended for information purposes only and shall be held to be confidential.

Section 2: Employees shall promptly advise the Fire Chief of the reason for absence and submit a medical certificate or report from an attending physician for any absence lasting longer than two (2) duty days duration, upon request of the City; (i.e. if he/she does not report on time due to illness on his/her third (3rd) duty day). Thereafter the City, at its option, may require the employee to submit to a medical examination by a duly licensed physician of its choice.

Section 3: Light Duty.

A. Any employee who is on sick leave, non-duty injury leave, duty injury, or duty sick leave, and who is released by a physician, to work on light duty, shall be offered light duty assignments within the fire department, and with no loss of pay or benefits. Employees who are released for light duty work by a physician will not be required to report for duty during the twenty-four (24) hour period following the day such release is signed by the physician. Any employee who is on non-duty sick leave, or non-duty injury leave shall have the option to work light duty or use his/her sick leave according to Article XII, Section 1. Any sick leave used by an employee while working non-duty related light duty shall be pro-rated at a ratio of 56/40 times the hours used. Any vacation or trade time off used while on light duty shall be pro-rated at a ratio of 56/40 times the hours used, except as provided in C in this section.

B. Article IV, Section 1, shall be waived for this clause only, and the weekly total of light duty hours shall not exceed those normally worked by regularly assigned personnel with that assignment.

C. An employee on light duty has the option to take his/her previously scheduled vacation cycle. However, if he/she does not, the cycle shall not be available for selection by any other employee.

D. An employee working light duty shall not be allowed to schedule a trade. Trades that were scheduled before the employee began working light duty shall be considered dissolved unless the trade day is scheduled to occur within 72 hours of the employee's date of injury. If an employee working light duty needs the time off he/she originally traded for, he/she has the option of not voiding the trade, or using unallocated vacation, or changing scheduled vacation days.

Section 4: Notwithstanding the foregoing, the City agrees to provide all leave benefits required under the Wisconsin Family and Medical Leave Act, Section 103.10, Wis. Stats. If permitted by the Act, the benefits as outlined above shall run concurrently with the required leave set forth by Sec. 103.10 Wis. Stats. Nothing in this paragraph shall be interpreted to increase any employee's statutory leave rights under Sec. 103.10, Wis. Stats.

Article XIII - Special Leave

Section 1: Military Leave.

Employees having permanent status and who are duly enrolled members of the National Guard, State Guard, Officers Reserve Corps, Enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, Marine Corps Reserve, or any other reserve components of the military or naval forces of the United States, or of the State of Wisconsin, now or hereafter organized or constituted under Federal Law, are entitled to leaves of absence without loss of time, to enable them to attend military or naval schools, field camps of instruction and naval exercises, which have been duly ordered, not to exceed fifteen (15 days, excluding Sundays and holidays, in the calendar year in which so ordered and held. The difference in pay between the military pay during time of attendance and the employee's regular pay during the same period shall be paid by the City to the employee. The leave so granted shall be in addition to all other leaves.

In addition to authorized military leave described above, any employee shall be permitted to schedule time off for purpose of travel to or from duty ordered military activities covered above. This time off is limited to two days preceding or following the defined period of military leave. An employee requesting time off under this section shall substitute available vacation or holiday leave and if none is available the employee may take unpaid leave.

Section 2: Jury Duty.

A. Employees shall be granted their tour of duty off, with full pay and benefits, for reporting for any jury duty required by law, upon producing satisfactory evidence of same.

B. Employees, at the completion of jury duty on their normal duty day, being given a reasonable amount of time, and as soon as practical, shall return to duty. The employee shall be released from duty at 10:00 P.M. (2200 hours) when jury duty is to be worked the next day.

C. Compensation received for such jury duty (exclusive of travel pay and pay for jury duty on off days) shall be paid to the City of Wauwatosa Treasury upon receipt.

Section 3: Department Related Subpoenas.

A. Employees called as subpoenaed witnesses on their duty day to job related occurrences shall receive full pay and benefits, and being granted a reasonable amount of time, shall return to complete their tour of duty as soon as is practical. Any travel expenses incurred shall be paid by the City of Wauwatosa.

B. Employees called as subpoenaed witnesses on their day off to job related occurrences, shall receive time and one-half (1 1/2) times their normal pay for time spent as a subpoenaed witness and for up to one and one-half (1 1/2) hours of travel time.

C. Compensation received for job related witness duty (exclusive of travel pay and pay for witness duty on off days) shall be paid to the City of Wauwatosa Treasury upon receipt.

Article XIV - Funeral Leave

Section 1: If there is a death in the immediate family of an employee (immediate family being defined as that of an employee's mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, or counterpart step relative), up to a maximum of three (3) twenty-four (24) hour duty periods of leave shall be granted with pay to such employee, provided that the employee shall indicate the name and relationship of the deceased and the location of the funeral.

Section 2: Where there is a death of the employee's grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson or granddaughter, one (1) twenty-four (24) hour duty period of leave shall be granted provided that the employee shall indicate the name and relationship of the deceased and the location of the funeral. If the funeral is out of town, an additional twenty-four hour duty period shall be granted, provided that such additional duty period shall be deducted from the employee's sick leave.

Section 3: Funeral leave as set forth in this Article is provided each employee to enable private mourning, attendance at the funeral, and/or assisting the deceased's family at the time of need and consequently must be taken at a time directly related to the death and for which such leave is thereby provided. The time frame for allowing Funeral Leave is a maximum of fourteen days starting with the day of the death of the member's relation.

Section 4: Funeral Leave may not be substituted for scheduled vacations or trades.

Section 5: Required identification of name, relationship and funeral location are intended strictly for departmental information purposes only and shall be held confidential upon the request of the employee utilizing this leave.

Section 6: Any employee who acts as a pallbearer for a deceased person at a funeral during such employee's regularly scheduled tour of duty may be allowed up to a maximum of four (4) hours off duty with pay, providing that he/she first secures the permission of his/her commanding officer. Permission shall be granted by the officer unless the employee's presence on duty is actually demanded by reason of an existing response to an emergency alarm. In such event, the employee shall be given the opportunity to substitute another employee of equal rank. The City shall not be liable for overtime payment by reason of such substitution.

Section 7: The Chief of the Department reserves the right to grant exceptions on an individual basis.

Article XV - Leave for Public Elections

Any employee lawfully entitled to vote in any public election shall be afforded, where reasonably necessary, a sufficient amount of time off from duty without loss of pay to cast his/her ballot at the required location. Employees shall vote either prior to or subsequent to normal duty hours

where such is reasonably possible. Any leave so taken shall be done only with the permission of the Chief or other officer in charge.

Article XVI - Salary Schedule

Section 1: The salary for positions represented by the Union shall be as set forth in Appendix A attached to and a part of this Agreement.

Section 2: Fair Labor Standards

The City of Wauwatosa and the Wauwatosa Professional Fire Fighters Association hereby agree that the Fair Labor Standards Act Amendments of 1985 applicable to employees of state and local governments, and the regulations issued thereunder, shall govern the City's obligations to pay overtime to members of the bargaining unit represented by Local 1923 of the International Association of Fire Fighters. All overtime payments shall be made in accordance with the Fair Labor Standards Act Amendments of 1985 and those regulations, and the parties agree that the work period applicable to the employees is 27 work days. The starting dates for each crew's work periods are as follows:

Crew No. 1 – December 15, 2001

Crew No. 2 – December 18, 2001

Crew No. 3 – December 12, 2001

Because work periods may not correspond to pay periods, pay for overtime hours may not always be included in the nearest pay period, but such payments will not be unreasonably delayed by the City.

In the event a specific contract provision calls for wage payments in excess of those required by law, such contract provisions shall govern.

Section 3. All employees shall be paid through automatic payroll direct deposit.

Article XVII - Overtime

Section 1:

A. Employees called back to duty or required to remain on duty beyond their regular tour of duty shall be paid in addition to their regular base salary, in cash on the regular pay day, at a rate determined by the following formula:

$$\text{Overtime Rate} = 1 \frac{1}{2} \times \text{Biweekly Salary Divided by 112 hours}$$

Biweekly salary shall include longevity and other premium pay which an employee receives during such duty period as he/she was assigned to act in a higher rank as provided in Article XVIII of this Agreement.

B. Callback shall be offered consecutively to personnel from a list established annually according to seniority in rank. Callback of personnel shall be begun based on rank.

When the list of each appropriate rank is exhausted in accordance with departmental policy, dated January 16, 1998, as it may be amended from time to time by agreement between the City and the Union, personnel shall be called from the next appropriate list until the needs of the department are met.

Section 2: A minimum of two (2) hours of the overtime rate shall be paid to an employee if called back to duty on a non-duty day.

Article XVIII - Acting Pay

Section 1: Any Fire Fighter, Motor Pump Operator, Lieutenant or Captain, except as provided in Section 6, below, assigned to perform the duties of a higher rank than the employee's present rank shall be paid at the daily rate paid to the lowest scale of the rank to which he/she is assigned.

Section 2: No employee may be assigned to a rank or rate of pay that is less than his/her present classification or salary, except, in the event there are two paramedics on duty who are both paramedic lieutenants, then the junior paramedic lieutenant may be utilized at a lower rank on the paramedic unit with no loss of pay.

A Paramedic who is promoted to the rank of Motor Pump Operator or Captain may continue to maintain their position as a paramedic and may be utilized at a lower rank on the Paramedic unit with no loss of pay or benefits. The City agrees that, as soon as possible, it will assign an employee(s) to attend a training program authorized by the City for the purpose of certification as a paramedic under the standards as established by the Medical College of Wisconsin or as may be required by statute.

Section 3: Acting pay under this Article shall be computed on the basis of actual hours worked in the higher ranks.

Section 4: When a unit employee is assigned to fill a position of a higher rank as an "actor" such assignment will be made to on-duty employees giving first priority to those employees on the eligibility list for the position to be filled, provided that such priority need not be if it would result in Paramedic staffing falling below three (3) Paramedics on the Paramedic squad.

Section 5: When applying section 3 above to make an acting assignment to the Paramedic Squad the identical procedure as outlined in section 3 above shall be applied, except that such acting assignments shall be made only to those employees who are certified Paramedics.

Section 6: There shall be no assignment made as an "actor" unless there is a position in existence otherwise filled by an assigned employee.

Section 7: The hourly rate of acting pay for a Captain acting as a Duty Chief will increase by the same percentage as the salary increase agreed to for each year of the contract. For the term of this contract, the hourly rates for each year are calculated below.

Rank	2008	2009	2010
Capt to A.C.	\$3.0027	\$3.0852	\$3.1701

Article XIX - Promotions

Section 1: Whenever an authorized vacancy exists for the classification of Motor Pump Operator, Lieutenant or Captain, such vacancies shall be filled at the earliest possible date from the eligibility list in effect at the time the vacancy occurs.

The eligibility list shall be created in the following manner:

A. A notice of any such vacancy shall be posted on departmental bulletin boards in each station for at least one (1) month prior to the deadline date fixed in the notice for the submission of applications. The notice shall state the date and time for the written examinations of applicants.

B. Applicants shall submit applications upon a form prescribed by the Chief before the deadline date. The Chief shall thereafter cause the department recommendation scores of all applicants to be posted in a conspicuous place, at least three (3) days prior to the date set for the written examination.

C. A written examination shall be held at the time and place designated on the aforesaid notice and may be open to any eligible applicant. To be eligible, an applicant must have been on the department for four (4) full years at the time the current list in effect expires or is exhausted before writing an examination for Motor Pump Operator, six (6) full years at the time the current list in effect expires or is exhausted before writing an examination for Lieutenant and cannot make application for the position of Captain unless he/she has served at least three (3) full years in the position of Lieutenant at the time the current list in effect expires or is exhausted.

In the event that there are not at least two (2) eligible applicants for each vacancy anticipated during the existence of the list, the length of service requirements may be reduced in one year steps until there is a sufficient number of applicants eligible to file to compete for the respective position.

D. The oral examination shall be open to all eligible applicants and shall be conducted by a board of four (4), consisting of Chief, Duty Chiefs and Training Officer at the time and place prescribed by the Chief, within ten (10) days of the written examination. The scores, awarded by each member of the board, shall be averaged and such average shall constitute the scores of the applicant, for the oral examination. The written examination shall be passed with a score of not less than 75%. If the applicant does not pass the written test, he/she is no longer eligible.

For the position of MPO, a driving test, reasonably related to MPO duties, will be held in lieu of the oral examination. The driving test shall consist of the driving and operation of

an aerial ladder and a pumping engine. Notwithstanding any other provision of this collective bargaining agreement, no applicant can be promoted to the position of MPO unless he or she passes the driving test. The driving test will have the same weight as the oral examination would have in the compilation of results.

E. Applicants who achieve an overall score of 75% or more shall be ranked on an eligibility list for the classification in order of total score giving the following weights:

Written Examination	50%
Department Record	25%
Oral Interview	25%
Seniority	One (1) additional point for each full year of service on the Fire Department. Said points shall be pro-rated at the rate of 1/365 (.002740) point per day of service on the Fire Department. The cutoff date to be used for computation of seniority points will be up to but not to include the date of the written examination.

The Chief, or examining board, shall post in a conspicuous place in each station house a resume of the respective grades, credits and score, including each of the above segments of testing, for every applicant deemed to have passed the promotional test.

F. Vacancies shall be filled from the eligibility list by selection of personnel in the order in which names appear on said list. The eligibility list shall be effective for two (2) years following its creation. The applicant selected shall be notified of his/her selection by letter or personal contact from the Chief within twenty-four (24) hours of his/her selection, and such notification shall be additionally posted upon the bulletin board in each station. If an eligibility list has been exhausted or has expired, a new eligibility list shall be created in the manner provided herein before a vacancy is filled.

G. Every applicant receiving a promotion shall be deemed to be subject to a probationary period with regard to such promotion for a period not to exceed 120 calendar days from the date of such promotion. Any employee promoted to a position within the bargaining unit who does not complete his/her probationary period (120 days) for any reason, shall return to his/her previous rank.

An employee promoted to a position within the bargaining unit who leaves the position after the 120 day probationary period for any reason, shall return to the position of top paid Fire Fighter. Any bargaining unit employee promoted out of the bargaining unit shall have the right to return for any reason to the bargaining unit and his/her immediate previous rank within 120 days from the date of promotion. Thereafter, such employee shall have no right to return to the bargaining unit except as provided under Section 62.13 (5M) of the Wisconsin Statutes.

A promoted employee who while on probation in the promoted position is returned to his/her previous rank for any reason shall be removed from the existing eligibility list for the promoted position. Any other employee who loses his/her promotion because of the return of the first employee to his/her previous rank shall remain first (#1) on the eligibility list for future promotion to the relinquished rank. The two year eligibility list limitation of this section shall not apply to the employee who so relinquishes his/her rank. An employee who is again promoted to a relinquished position shall be credited with seniority in rank from the date of the initial promotion for the purpose of 1) salary, and 2) future promotions.

H. The City shall make available to each employee promoted to Lieutenant after January 1, 1984, who is not a Basic EMT 1, a Basic EMT 1 course, at City expense, as soon as possible after promotion. Any employee promoted to Lieutenant after January 1, 1984 shall, as a condition of continuation as a Lieutenant, (1) complete the Basic EMT 1 course successfully, (2) pass a certification examination, and (3) maintain that certification, all subject to reasonable delay because of illness or injury. The employee shall be afforded the maximum number of opportunities allowed by applicable law, including without limitation by enumeration, in the discretion of the Wisconsin Department of Health and Social Services, to qualify for and pass a certification examination. If a Lieutenant's position becomes available suddenly and vacation plans cannot be aborted without substantial cost or substantial hardship to the employee, a reasonable delay in course enrollment shall be permitted.

If an employee promoted to Lieutenant fails to meet the "conditions of continuation" described in this paragraph, he/she shall be subject to the terms set forth in paragraph G of this article for employees promoted to positions within the bargaining unit. If an employee must satisfy additional requirements to maintain an EMT 1 certification, the City shall make time available to enable the employee to work on such requirements. No Lieutenant shall be reduced in rank due to lack of opportunity to maintain certification by reason of duty assignment within the Fire Department, for example, by being unable to meet any "hands on" time requirement by virtue of not being assigned to a rescue squad.

I. Motor Pump Operator

Section 1. If the promotions language of the agreement is determined, by a tribunal of competent jurisdiction, to be inconsistent with ILHR 30, or otherwise illegal, the parties will collectively bargain about replacement language with that bargaining subject to final offer package interest arbitration.

Section 2. The City will offer approved MPO training as soon as possible. The training slots will be offered first to MPO's promoted after April 1, 1991, and prior to August 1, 1993, then to individuals on the MPO eligibility list, and then other members of the bargaining unit. Seniority shall resolve conflicting requests among each of those groups. Trainees on duty when a training session occurs will be fully relieved of duty for that training without loss of pay or benefits. Trainees not on duty when a training session occurs will attend on their own time and expense.

Section 3. If MPO's promoted after April 1, 1991, and prior to August 1, 1993, make reasonable efforts to attend the training referred to in Section 2, above, they will continue to receive MPO pay and benefits even if they are stripped of their MPO rank by reason of their noncompliance with ILHR 30 requirements.

Section 4. To be selected from an MPO eligibility list an employee must either (a) have completed approved MPO training, or (b) be taking approved MPO training, or (c) agree in writing to take the next approved MPO training offered by the City. An employee who is taking approved MPO training when selected from an MPO eligibility list must make every reasonable effort to complete that training and must as soon as reasonably possible complete approved MPO training, to keep the promotion. An employee who agrees in writing to take the next approved MPO training offered by the City must take and make every reasonable effort to complete the next approved MPO training offered by the City, and must, as soon as reasonably possible, complete approved MPO training, to keep the promotion. "Approved MPO training offered by the City" above, must be offered by the City to the employee individually and in writing, but such training need not be given by City personnel or on City premises or equipment, but it must be available within Milwaukee, Waukesha or Ozaukee Counties.

Section 5. Except as noted above, the promotions language in the agreement will remain unchanged.

Section 2: Scheduling of written and oral examinations and interviews shall be limited to weekdays, with written testing for promotional opportunities to be held only at the City Hall, or any City Fire Station between the hours of 9:00 A.M. and 5:00 P.M. All written examinations shall be taken at the posted time and place by all applicants.

Article XX - Holidays

Section 1: Each employee shall receive 156 hours of off time as and for a holiday allowance based upon recognition of the following holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	December 24
Good Friday	Christmas Day
Memorial Day	December 31

Section 2: Any employee scheduled to work on any holiday will receive no additional compensation by reason of the holiday duty. The terms and conditions hereunder remaining unchanged, except as may be provided in ARTICLE IV, Section 5.

Section 3:

Annually, each unit employee shall also receive as holiday pay a total of 167.83 hours of straight time salary at his/her normal gross hourly rate of pay (Normal gross hourly rate of pay includes if applicable, longevity pay, paramedic premium, and educational incentive pay), payable no later than the first pay period in December.

All holiday pay shall be prorated bi-annually as follows:

Any unit employee who is employed for any portion of either of two periods, (1) January 1 through June 30 or (2) July 1 through December 31 shall receive one half (1/2) of the total holiday pay in each period so employed.

Holiday pay shall be determined as follows:

Years of Service	1st	2nd	3rd	4th
	133.83	145.83	157.83	167.83

Section 4: Any employee who is assigned to detached duty, except as a result of workers compensation, shall have his/her holiday allowance reduced by 8 hours for any holiday that occurs while the employee is on detached duty.

Article XXI - Differential Pay

Section 1: Differential pay shall be defined to be the difference between the amount of worker's compensation and the normal net pay.

Section 2: All full time personnel who suffer an occupational injury or illness shall receive differential pay during such period of temporary disability for a period not exceeding one (1) year or the death of such employee, or a request for or commencement of disability pay under Wis. Stats. 40.65.

Section 3: After four (4) calendar months of no related absence any subsequent injury or illness shall be deemed to be a new injury or illness for purposes of this Article.

Section 4: Effective 1/1/2000, any employee who suffers an occupational injury or illness during a period of scheduled overtime shall be paid his/her overtime rate for all time spent for reasonably necessary medical examination or treatment, up to but not to exceed his/her scheduled overtime.

Article XXII - Political Activities

No Union member shall be deemed to be in violation of any City ruling or department order by reason of his/her engaging in or offering political assistance during off-duty hours to any political candidate on the Federal, State or local level, providing such political activity be otherwise lawful, and further providing that while so engaged in same the member shall not be dressed in any official uniform of the department nor display any official departmental identification.

Article XXIII - No Strike

Section 1: Local 1923, Wauwatosa Professional Firefighters' Association, herein referred to as the Union, shall not encourage nor counsel its members or any person within its bargaining jurisdiction to strike. A strike in this clause is defined as any concerted work stoppage, slowdown or refusal to perform any customarily assigned duties. The occurrence of a strike shall be deemed a violation of this contract. Any action prohibited in this clause shall be deemed to be just cause for imposition of the following penalties upon any violator within the bargaining jurisdiction of the Union.

- A. Discharge, or any other disciplinary actions.
- B. Loss of compensation, vacation benefits and holiday pay.

Section 2: Upon notification, confirmed in writing by the City, to the Union, that certain of its members are engaged in a strike as defined within this clause, the Union shall immediately order such members to return to work immediately, and a responsible official of the Union shall order their return to work. In the event that a strike, as defined within this clause occurs, the Union agrees to take all effective and affirmative action to secure the members to return to work as promptly as possible.

Section 3: Failure of the Union to so cooperate in seeking the return to work of its members shall be presumptive evidence that Local 1923 has encouraged or counseled the strike.

Article XXIV - Fair Share Agreement

Section 1: Every employee represented by the Union shall, as a condition of employment, pay to the Union a monthly service charge equal to the monthly dues and assessments uniformly being charged to Union members as and for such employee's share of the expenses attributable to the securement and administration of this Agreement. The City shall deduct for this purpose an amount equal to 1/26th of the annual Union dues and assessments as may from time to time be certified to the City by the Union from every bi-weekly salary check received by the employee.

Section 2: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made shall be forwarded to the Treasurer of the Union within ten (10) days of the date such deductions were made. Any changes in the amount so to be deducted shall be certified to the City by the treasurer for the Union at least thirty (30) days prior to the effective date of the requested change.

Section 3: No employee shall be required to join the Union but membership in the Union shall be made available to all employees who do apply, consistent with the Constitution and By-Laws of the Union. Employees who fail to comply with this requirement within thirty (30) days from the first date of their employment, or the enactment hereof, whichever is later, shall be discharged by the employer.

Article XXV - Working Conditions

Section 1: Duties.

The City shall not unilaterally implement any duties not heretofore performed unless they are primarily related to the suppression or prevention of conditions adversely affecting the protection of life or property, or the maintenance and good order of the department's equipment and facilities. In no event shall any member be required to perform major construction, maintenance or repair work otherwise traditionally done by union or other trades workers outside the department. "Major" work shall be deemed to specifically include, but not be limited to, any work which would require the issuance of a permit, license and/or an inspection by an agent of the City of Wauwatosa, if done by non-union personnel. No rule or regulation shall modify nor contradict any provisions of this section.

Section 2: Maintenance of Benefits.

The City shall not unilaterally change any benefit or condition of employment which is mandatorily bargainable and heretofore enjoyed by the majority of unit employees for the life of this Agreement.

Section 3: Rules and Regulations.

Existing or new work rules and regulations where they are primarily related to wages, hours or conditions of employment cannot be modified or created without mutual accord. The City agrees to precede the implementation of new rules or regulations not primarily related to wages, hours or conditions of employment with ten (10) days written notice and to commence bargaining over the effects of such rules and regulations within ten (10) days of a written notice to the City requesting such impact bargaining. Disputes arising under this section regarding whether a particular topic is mandatory or permissive shall be resolved by recourse to the declaratory ruling procedure of the Wisconsin Employment Relations Commission. Any party aggrieved may file a petition for review pursuant to 111.70(4)(b), Wis. Stats. (Ch. 227.16, Wis. Stats.).

Section 4: Nothing herein shall be construed to divest either party of any rights of collective bargaining per Section 111.70 of the Wisconsin Statutes. Disputes arising with regard to the application of any work rules, regulations or conditions of employment shall be subject to the grievance and arbitration procedures as set forth in this Agreement.

Section 5: All off-duty hours shall be free of City control except for the customary callback.

Article XXVI - Grievance Procedure

Section 1: The Union and the City recognize that grievances involving interpretation, application or enforcement of the terms of this Agreement, and the application of work rules, regulations and conditions of employment should be settled promptly and in a just manner.

Section 2: Any grievance by an Union member relative to the above must be submitted to the Chief within five (5) days of an alleged contract violation or within five (5) days of the aggrieved being aware of an alleged contract violation, but not more than thirty (30) days from the date of the actual occurrence of the incident complained of. Any grievance not filed within the stated

time limits shall be invalid. Except where expressly referred to otherwise in this Article, days for processing of grievances are to be consecutive days exclusive of Saturdays, Sundays and holidays. The filing of any grievance pertaining to non-fire and/or non-emergency functions, shall cause a stay of the ordered activity and possible resulting disciplinary action, pending the ultimate determination of the merits of the grievance, providing that the executive board of the Union invokes such stay by including such in the filing of the grievance submitted to the Chief as hereinafter required. The right to grieve shall not be affected by any prior waiver of similar incidents or past practices by the party aggrieved or any other member of the Union.

Section 3: Nothing contained herein shall be construed to divest nor enhance the Police and Fire Commission of the City of its rights, responsibilities or duties provided, or to be provided, by law.

Section 4: The Union shall select a grievance committee composed of three (3) stewards and a grievance chairman, one to be designated from each of three (3) crews, the names of which shall be placed on file with the Chief of the Department and the Personnel Director as soon thereafter as possible.

Section 5: Procedure.

Step A. Any aggrieved member shall first present his/her grievance orally to one or more members of the aforesaid grievance committee or any Union officer. If it is decided that a grievance is to be submitted to the City, the aggrieved party shall prepare a written grievance which shall be submitted to the Chief of the department. The Union shall have standing to process and support a position with regard to the grievance, through its committee or officers, in the same manner as an individual aggrieved could act.

Step B. The Chief shall, within five (5) days subsequent to its receipt, hold an informal meeting with the aggrieved party, one or more members of the grievance committee and/or Union officers, and any other principals deemed necessary. Within three (3) days subsequent to the meeting the Chief shall respond in writing. A copy of such response shall be given to the aggrieved party as well as the Union committee. The matter shall be considered resolved unless appealed to Step C within five (5) days of the receipt of the Chief's decision.

Step C. If the grievance is not resolved in Step B, the original grievance and subsequent response by the Chief shall be forwarded by the Union to the City Administrator at the option of the aggrieved party, for further review. The City Administrator shall hold a hearing, or hearings, at which the Union, the aggrieved, the Chief and other appropriate personnel shall be present within ten (10) days of the receipt of the original grievance and the Chief's response. The City Administrator shall thereafter within ten (10) days of the hearing submit his/her decision as to the merits of the grievance to the aggrieved, the Union and the Chief. If the matter is not appealed to final and binding arbitration within fifteen (15) days of the issuance of the City Administrator's decision, the matter shall be considered resolved.

Article XXVII - Final and Binding Arbitration

Section 1: The Union may initiate proceedings for final and binding arbitration by serving upon the City a notice in writing of its intent to proceed to arbitration. The notice shall be sent to the Personnel Director and shall state the agreement provision and the act or omission appealed from in the decision as rendered by the City Administration. Within ten (10) days after the filing of said notice, the parties shall meet and endeavor to select an arbitrator. If, after three (3) days following the meeting, a selection is not agreed upon, either party may, in writing, request the WERC to submit a list of five (5) arbitrators to both parties. A coin toss shall determine who shall eliminate first. By alternate elimination, the remaining named person shall become the arbitrator. The arbitrator shall neither add to, nor detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented, and shall expressly confine himself to the precise issues submitted for arbitration.

Section 2: All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceeding, shall be borne by the party at whose request such witnesses or depositions are required.

Section 3: The arbitrator so selected shall hold a hearing at a time and place convenient to the parties at the earliest possible date following the notification of selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the terms of this Agreement, but only in the event that a challenge to such issue was duly made in writing prior to the selection of the arbitrator and served upon the other parties. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

Section 4: Proceedings shall be as provided in applicable provisions of the Wisconsin Statutes. This section is not applicable to the rights of parties to negotiate future contracts, but rather pertains only to matters arising from this contract.

Article XXVIII - Drug Testing

Section 1: General Policy:

The Department and the Union believe that the use of illegal drugs is a threat to the public welfare and to the safety of its employees. The primary goals of this policy are (a) to prevent illegal drug usage and (b) to rehabilitate employees who use illegal drugs. No member of the Department shall be discharged following the first illegal use of drugs confirmed by the testing procedure set out below without first having been offered the opportunity to discontinue use, either through personal choice or by treatment for chemical dependency, if such treatment is needed. The second positive test following the procedures set out below shall result in discharge.

Section 2: Informing Employees About Drug Testing:

Within a reasonable period after mutual ratification of the 1991-1992 Master Agreement and prior to any drug testing, the Department shall at a series of educational meetings:

- A. Inform all employees of the Department's drug testing policy.
- B. Provide all employees with information concerning the unacceptability of drug use and the impact of the use of drugs on job performance.
- C. Inform all employees of how the Department's drug tests will be conducted, their accuracy, the circumstances under which they will be conducted, what the tests can determine, and the consequences of testing positive.

All newly hired employees will be provided with this information during their initial orientation period by representatives of the Department and the Union. No employee shall be tested until such information is provided to him/her.

Section 3: Employee Testing:

A. For Cause Testing:

No employee will be tested unless there exists objective evidence which would lead a reasonable person knowledgeable about fire fighting and emergency services to conclude that the employee is illegally under the influence of drugs, provided that following any positive test under this Article, the Department shall be presumed, for a period of two years after the results of such test are disclosed to the Department, to have an adequate basis to test the employee while at work and without prior notice.

B. If the employee tests positive on such a follow-up test, and the positive finding is upheld following any appeal, grievance and arbitration, if any, the finding shall be the basis for immediate termination of employment.

C. No drug testing may be conducted without the written approval of the Department Chief or his/her designee. Such approval shall state who is to be tested and why the testing was ordered. Failure to follow any of the procedures stated in this Article shall result in the destruction of the test results as if no test had been administered, with no accompanying discipline. Random or mass testing is prohibited.

Section 4: Urine Collection:

Urine collection shall be conducted in a manner prescribed by Smith Kline Beecham Laboratories which guarantees a secure chain of custody. Administrative procedures and biologic testing shall be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of one Union representative before a test is administered, provided such request does not delay administration of the test. If acceptable to the collecting entity, a split sample of the employee's urine shall be made at the collection site. The split sample shall be preserved at a location mutually acceptable to the Union and the Department. In all events, if a test result is positive, a split sample shall be preserved for independent analysis.

Section 5: Testing Procedures:

All samples shall be tested for CHEMICAL ADULTERATION, NARCOTICS, CANNABIS, PCP, COCAINE, AMPHETAMINES, AND SEDATIVES. The testing shall be done by Smith Kline Beecham Laboratories facility and the following standards shall be used:

DRUG TESTING STANDARDS

Drug	Screening Test	Confirmation
Amphetamines.....300 ng/ml	Amphetamine.....500 ng/ml	GC-MS
Barbiturates.....200 ng/ml	Barbiturate.....500 ng/ml	GC-MS
Benzodiazepine.....300 ng/ml	Oxazepam.....500 ng/ml	GC-MS
Cannabis..... 50 ng/ml	Delta-THC.....100 ng/ml	GC-MS
Cocaine.....300 ng/ml	Metabolite.....500 ng/ml	GC-MS
Narcotics.....100 ng/ml	Morphine.....500 ng/ml	GC-MS
PCP..... 25 ng/ml	PCP.....100 ng/ml	GC-MS

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such and may result in disciplinary action.

All samples which test positive on a screening test shall be confirmed using gas chromatography-mass spectrophotometry testing procedures. No records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.

All results shall be evaluated by a licensed specialist in occupational medicine knowledgeable about drug testing.

Test results shall be treated with the same confidentiality as other employee medical records. The test results and any related treatment shall not be reported outside the Department except as necessary for rehabilitation purposes, to legal counsel in connection with a grievance or judicial proceeding, or as required by applicable law.

Section 6: Chemical Dependency Program:

The first time an employee tests positive for illegal drug use he/she shall be medically evaluated counseled and treated for rehabilitation, if required. The Union and the Department shall agree on the identity of the physicians, programs and clinics involved in the program. The Chief shall be informed once per week of the employee's status in the rehabilitation program. The City shall pay rehabilitation costs for employees covered by its group health insurance plan in accordance with the terms of that coverage, as it may be amended from time to time.

Section 7: Self Referral to Chemical Dependence Programs:

An employee who chooses to voluntarily enter a chemical dependency program shall not be subject to disciplinary action. This section shall not be available to any employee who has been directed to undergo drug testing pursuant to Section 3.

Section 8: Duty Assignment After Treatment:

If an employee successfully completes rehabilitation, he/she shall return to work for assignment. Employee reassignment during treatment shall be based on each individual's circumstances. Follow-up care may be a condition of employment, if prescribed after treatment by the employee's treating agency.

Section 9: Discipline:

Any employee who refuses to submit to a drug test under Section 3 or engages in any conduct which jeopardizes the integrity of a sample or the accuracy of a test result shall be subject to discipline up to and including termination.

Section 10: City or Union Participation.

Upon reasonable notice, no more than two representatives of the Union or the City may inspect and observe any aspect of the drug testing program once per calendar year. The Union may review individual test results if the release of such information is authorized by the employee involved.

Section 11: Union Held Harmless:

The City shall hold the Union harmless from any liability and costs arising out of the provisions and/or application of this Article relating to drug testing, except for any liability or costs resulting from the negligence or intentional misconduct of the Union or any of its agents, employees or representatives.

Section 12: Conflict with Other Laws:

Nothing in this article supersedes or waives any legal right of an employee.

Article XXIX - Longevity Schedule

Section 1: Longevity pay shall be paid according to the following schedule:

- \$3.69 biweekly after five (5) years of service;
- \$6.00 biweekly after ten (10) years of service;
- \$8.30 biweekly after fifteen (15) years of service;
- \$10.61 biweekly after twenty (20) years of service; and
- \$12.92 biweekly after twenty-five (25) years of service.

Section 2: Longevity pay shall commence with the first pay period after the anniversary date of the Union member's employment.

Article XXX - Paramedic Premium and EMT Pay

Section 1: Paramedic Premium

For employees who have successfully completed a training program authorized by the City for the purpose of certification as a Paramedic under the standards as established by the Medical College of Wisconsin and who further maintain such certification as required by statute or the Medical College, the City shall pay a biweekly premium wage equal to 5% of the top Fire Fighter salary paid during the term of this Agreement once the employee is assigned to an active status of participation in rescue work. An employee who voluntarily leaves the Paramedic Program after certification, or is determined to be incompetent, will no longer be entitled to the premium set forth herein. After four (4) years of such active service, the City may reassign a Paramedic without incurring the premium pay subsequent to the reassignment becoming effective.

Section 2: EMT Pay

Effective January 1, 1997, an employee accepted in a Basic or re-certification EMT 1 course shall be allowed to attend classes on his/her duty-day with no loss of pay or benefits. Such employee may use an available department vehicle on his/her on-duty day for attending such classes.

The City shall provide EMT training (including, but not limited to, training on defibrillators as part of a basic EMT course, separate course or refresher course). The City shall make additional and refresher EMT training available on normal duty days either within the Department or at another location. In cases where an employee was unable to attend training on normal duty days, the City may schedule the employee to attend such training after 5:00 p.m. within Milwaukee County or at a MATC training facility.

Effective December 30, 2001 EMT premium of \$600 shall be incorporated into unit employees' base rate of pay prior to the application of the 3.4% salary increase. (The preceding language was inadvertently omitted in the 2002-04 printed contract. However, the contract was administered consistent with this language.) Effective January 1, 2005, the EMT premium shall be increased by \$50 which shall be incorporated into unit employees' base rate of pay prior to the application of the 3% salary increase.

Section 3: Special Team Pay

Effective December 29, 2002, employees who have successfully completed a special team training program authorized by the City for special rescue or hazardous materials and who further actively participate in the activities of the special team shall be paid a bi-weekly premium wage equal to 0.5% of the top Fire Fighter salary during the term of this Agreement once the employee is assigned to an active status of participation in special team work.

Article XXXI - Educational Incentive Salary

For employees in positions covered by this Agreement, the Educational Incentive Plan shall be constituted as follows:

Section 1: Method of Payment.

An employee shall be entitled to be paid an educational incentive salary as determined in subsection 2 hereunder. The educational incentive salary shall be added to the regular bi-weekly salary provided for an employee under the terms of this Agreement.

Section 2: Courses Eligible for Inclusion; Credits; Rate.

A. Courses eligible for inclusion under this section shall be attended in person at a college, university or technical college; shall be listed in the current course catalog and class schedule of the respective school; shall be part of an approved program of study or shall themselves be related to the employee's current work duties with the City of Wauwatosa and shall be contained within a program of study for which credit is given towards a degree or associate degree from the college, university or technical college.

B. Approval for inclusion of course work under this article shall be sought in the following manner:

1. Submittal of request on a form furnished by the City to the Department head for review relative to course value to the City and relationship of the course or program of study to the employee's current position with the City.

2. The department head shall, upon his/her concurrence as to the appropriateness of the course, submit the request to the City Administrator for consideration and approval or disapproval. Any such approval must be obtained prior to the employee enrolling in any course for which the benefits of this article are to be applied. The City retains the sole right of approval and/or disapproval of any and all programs of study based on the program's relationship to the employee's current position with the City. No changes in approved programs of study shall be made without the prior consent of the union.

C. All such approved courses shall be attended on the employee's own time and not during hours which the employee is scheduled for duty/work with the City.

D. All such approved courses shall be begun and completed with the minimum grade of "C" or the numerical equivalent while the employee is employed by the City of Wauwatosa for payment to be made under this section.

E. Credits herein referred to shall be defined as the value earned for each semester hour of course work completed (i.e. one credit equals a minimum fifteen semester hours) with a grade as set forth in subsection D above.

F. Any employee presently or previously enrolled in the program per the terms of Ordinance 17.41 as published and amended per Ordinance 258.420 heretofore shall not be affected as to their incentive salary by this Article until such employee's incentive salary payment reaches a maximum of \$800.00 annually which is hereby established. Those employees presently enrolled shall be permitted to continue earning 1/2% per each 3 credits earned until the maximum hereunder is attained. Any employee not previously enrolled shall subsequently be limited in salary benefit to a single \$70.00 payment per

credit as defined in Section E. Payment for each credit earned shall be made upon successful completion of the approved course and submission of the grade report to the City Personnel Department.

Employees may earn payment for up to nine credits per semester. Employees who have reached the maximum under Ordinance 17.41 shall be eligible for such additional incentive pay under the single payment program.

G. All educational incentive salary earned herein shall cease should an employee be promoted to a position with the City where the educational level earned was an announced prerequisite.

H. Credits earned in accordance with the preceding ordinance known as 17.41 as published June 29, 1967, and subsequently amended November 16, 1967, and December 26, 1968, shall continue to be eligible for payment under this section.

Article XXXII - Amendment Provision

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement entered into between the City and the Union. 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 of its terms and conditions.

Article XXXIII - Priority

The terms and conditions of this Agreement shall supersede and take precedence over any prior rules, regulations, ordinances, orders and/or directives in conflict with or contravention of any of the terms and conditions of this Agreement.

Article XXXIV - Waiver of Rights

In the event any clause, provision, or portion of this Agreement is held invalid or inoperative, such invalidity or inoperativeness shall not affect other clauses, provisions, or portions of this Agreement and negotiations shall be instituted to adjust the invalidated clauses.

Article XXXV - No Other Agreement

The City shall not enter into any other agreement, written or verbal, with any of the members within the bargaining unit represented by the Union, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

Article XXXVI - Term of Agreement, Negotiations and Re-opener

Section 1. This agreement shall become effective as of January 1, 2008 and remain in full force and effect to and including December 31, 2010 and thereafter shall be considered automatically renewed for successive twelve (12) month periods unless procedures are instituted in accordance with Section 111.77 of the Wisconsin Statutes. In the event said procedures are initiated, negotiations shall be instituted prior to September 15 of any year in which such request for negotiations is filed. In the event the parties do not reach written agreement by the expiration date, the existing Agreement shall be extended until a new agreement is executed.

Section 2. Notwithstanding anything in Section 1. of this Article, the City may reopen Article XVIII, Section 3 for bargaining at such time, if any, as Milwaukee County informs the City of Wauwatosa that Milwaukee County will no longer reimburse the City for paramedic services in the same manner as such reimbursement was made as of July 1, 1985.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25 day of January ~~2009~~, at Wauwatosa, Wisconsin.

2010
IN THE PRESENCE OF:

CITY OF WAUWATOSA

[Signature]
Carla A. Pedesma, city clerk

IN THE PRESENCE OF:

WAUWATOSA PROFESSIONAL
FIREFIGHTERS' ASSOCIATION,
LOCAL 1923, IAFF

[Signature]
President
[Signature]
Secretary U.R.

Appendix A – Pay Scale

Effective December 23, 2007

Classification		Hourly	Biweekly	Yearly
Firefighter	Step 1	\$13.1810	\$1,476.27	\$38,514.85
	Step 2	\$15.1108	\$1,692.41	\$44,153.80
	Step 3	\$17.0408	\$1,908.57	\$49,793.26
	Step 4	\$18.9711	\$2,124.76	\$55,433.51
	Step 5	\$20.9013	\$2,340.94	\$61,073.49
Motor Pump Operator	Step 1	\$21.4937	\$2,407.29	\$62,804.52
	Step 2	\$21.9450	\$2,457.84	\$64,123.33
Lieutenant	Step 1	\$22.5982	\$2,531.00	\$66,032.02
	Step 2	\$23.0482	\$2,581.40	\$67,346.93
Captain	Step 1	\$24.1779	\$2,707.92	\$70,647.74
	Step 2	\$25.4714	\$2,852.80	\$74,427.56

Any employee who shall be designated as an “Assigned driver” or “tiller operator” shall receive a premium of \$4.00 (effective December 28, 2003 premium shall be increased to \$5.00) daily computed on the basis of actual hours worked as an “assigned driver” or “tiller operator”.

Appendix B – Pay Scale

Effective December 21, 2008

Classification		Hourly	Biweekly	Yearly
Firefighter	Step 1	\$13.5435	\$1,516.87	\$39,574.08
	Step 2	\$15.5263	\$1,738.95	\$45,367.99
	Step 3	\$17.5095	\$1,961.06	\$51,162.69
	Step 4	\$19.4928	\$2,183.19	\$56,957.90
	Step 5	\$21.4761	\$2,405.32	\$62,753.12
Motor Pump Operator	Step 1	\$22.0847	\$2,473.49	\$64,531.63
	Step 2	\$22.5485	\$2,525.43	\$65,886.71
Lieutenant	Step 1	\$23.2196	\$2,600.60	\$67,847.84
	Step 2	\$23.6821	\$2,652.39	\$69,199.01
Captain	Step 1	\$24.8428	\$2,782.39	\$72,590.61
	Step 2	\$26.1719	\$2,931.25	\$76,474.27

Any employee who shall be designated as an “Assigned driver” or “tiller operator” shall receive a premium of \$4.00 (effective December 28, 2003 premium shall be increased to \$5.00) daily computed on the basis of actual hours worked as an “assigned driver” or “tiller operator”.

Appendix C – Pay Scale

Effective December 20, 2009

Classification		Hourly	Biweekly	Yearly
Firefighter	Step 1	\$13.9159	\$1,558.58	\$40,662.27
	Step 2	\$15.9533	\$1,786.77	\$46,615.58
	Step 3	\$17.9910	\$2,014.99	\$52,569.68
	Step 4	\$20.0288	\$2,243.23	\$58,524.31
	Step 5	\$22.0667	\$2,471.47	\$64,478.93
Motor Pump Operator	Step 1	\$22.6921	\$2,541.51	\$66,306.22
	Step 2	\$23.1686	\$2,594.88	\$67,698.61
Lieutenant	Step 1	\$23.8582	\$2,672.12	\$69,713.75
	Step 2	\$24.3333	\$2,725.33	\$71,101.96
Captain	Step 1	\$25.5260	\$2,858.91	\$74,586.97
	Step 2	\$26.8916	\$3,011.86	\$78,577.33

Any employee who shall be designated as an “Assigned driver” or “tiller operator” shall receive a premium of \$4.00 (effective December 28, 2003 premium shall be increased to \$5.00) daily computed on the basis of actual hours worked as an “assigned driver” or “tiller operator”.