



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, October 16, 2019

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the September 18, 2019 Meeting
2. Approval to Re-Hire Vacant Police Clerical Resource Assistant Position
3. Purchase of Computer for Squad Car
4. Information to Provide Ambulance Service to the Town of Elcho
5. Consider the Ratification of the Tentative Collective Bargaining Agreement with the Antigo Firefighters, Local 1000
6. Accepting Sealed Electronic Bids Through Vendor Registry or a Consultant Hired to Manage the Bidding Process (information only)
7. Proposed Revision to Employee Manual Allowing for 1 week (40 Hours) of Vacation Time to be Converted as Salaried Payroll for Exempt Employee's that have Reached the Maximum Allowable Vacation Benefit Allotment

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: October 10, 2019

BILL BRANDT



To: Mayor and City Council
From: Eric Roller, Public Safety Director/Police Chief
Date: October 16, 2019
Re: Approval to Re-Hire Vacant Police Clerical Resource Assistant Position

Our front office staff employee, Brooklyn Planasch gave her two week notice and is officially done with the Antigo Police Department as of October 7, 2019. Brooklyn took a job with Langlade County as a dispatcher. I am looking to rehire for the position as we continue to have a need to provide customer service for the front window and support to the officers and management. I am currently taking applications for the position until October 16th and hope to refill the position as soon as possible.



To: Mayor and City Council
From: Eric Roller, Public Safety Director/Police Chief
Date: October 16, 2019
Re: Purchase of Computer for Squad Car

I am looking to purchase one squad computer to replace a computer that has been regularly causing problems. The computer is approximately seven years old and has exhausted the useful existence. I have budgeted in CIP for replacement of all the squad computers, though I am looking to replace them only when they go bad. Baycom of Green Bay can provide the Panasonic Toughbook CF-31 at the state contract price of \$3,452.00. I am seeking approval to purchase the squad computer as a replacement.

BAYCOM

serious mobility
when it matters most

TIM COONEY
2040 RADISSON ST.
GREEN BAY, WI 54302
PHONE: 920-544-4282
FAX: 920-468-8615
tcooney@baycominc.com

ANTIGO POLICE DEPT.
DAN DULEY
840 CLERMONT ST.
ANTIGO, WI 54409
10/7/2019
715-627-6472
dduley@antigo-city.org

QUOTE NO. TC20191007G

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
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State Contract# 505ENT-O16-NASPOCOMPUT-02

1	Panasonic Toughbook CF-31 Intel Core i5-7300U 2.60GHz vPro Processor 13.1" XGA Touchscreen Display 16GB SDRAM 256GB SSD Intel Dual Band WiFi-AC7260 802.11a/b/g/n/ac Ethernet NIC 10/100/1000 Bluetooth v4.0 Win 10 Pro Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Parts & Labor Warranty - Preferred	\$3,452.00	\$3,452.00
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1 Year Extended Warranty: \$198.00 each
 2 Year Extended Warranty: \$321.00 each
 3 Year No Fault Warranty Upgrade: \$249.00 each
 1 Year Warranty Extension with No Fault: \$479.00 each
 2 Year Warranty Extension with No Fault: \$719.00 each
Add 4G LTE Multi-Carrier WWAN: \$225.00 each
Add Dedicated GPS and 4G LTE: \$523.00 each

Payment With Order: Net 30 Days	EQUIPMENT COST:	\$3,452.00
Quotation Good for 90 Days	SHIPPING:	Included
We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.	TAX:	Exempt
Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (http://terms.baycominc.com)	TOTAL:	\$3,452.00

Approved By: _____ / _____
 AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Tim Cooney at 920-544-4282

www.baycominc.com

920.468.5426

800.726.5426



Attachment: squad computer (3046 : Purchase of squad computer)



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: October 16, 2019
Re: Information to Provide Ambulance Service to the Town of Elcho

I have been approached by the Town of Elcho to provide ambulance coverage starting on January 1, 2020. They continue to have staffing concerns similar to Troutland. Mark Desotell, Eric Roller and I met with Gary Johnson, Elcho Town Chairman early September and had a good discussion.

I have put a budget together similar to the process we did with Troutland last year. The numbers look favorable and I have a meeting with Elcho on October 17th to discuss which direction they would like to go.

I have included an agreement that Mike Winter put together for Evergreen, White Lake and Wolf River. The base of the contract is the same as we currently have with the 10 townships with some modification to include a five year agreement.

Mayor, Mark and I attended a Town/City Ambulance Committee meeting with several for the townships present. Everyone present had positive feedback about moving forward with this process.

Feel free to contact me if you have questions.

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EMERGENCY AMBULANCE SERVICES

The undersigned, do hereby enter into the Intergovernmental Agreement for the Provision of Emergency Ambulance Services, pursuant to Section 66.0301, Wis. Stats., By and between the **CITY OF ANTIGO**, a Wisconsin Municipality, hereinafter referred to as (“CITY”), and the **TOWN OF ELCHO**, Langlade County, Wisconsin, hereinafter referred to as (“TOWN”).

1. The CITY agrees to make its ambulance service available to the TOWN for consideration hereinafter specified.
2. The TOWN agrees to enter into a five-year contract for said services, beginning January 1, 2020 and concluding December 31, 2024 The TOWN agrees to remit annual payments to the CITY based on the fee structure listed below.

2020– \$

This agreement shall automatically renew for an additional one year on the same terms and conditions unless one party gives the other written notice by January 1, 2024 of its desire not to renew.

3. The Annual payment for the TOWN will be calculated off the average per-capita cost to the initial 10 towns listed below in (11).
4. Annual payments shall be made in two (2) equal installments, with the first payment due not later than January 31 of each year and the second payment shall be due not later than July 31 of each respective year, or as negotiated otherwise.
5. In addition to the retainer fee, those TOWN residents using the ambulance service shall receive an invoice for services rendered from the CITY. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support), transport mileage, and miscellaneous supplies used to provide necessary patient care to the user.
6. It is understood by both parties that the CITY does not, by this agreement, make any representations as to the effectiveness of its equipment or personnel in performing the service hereby contracted for and that the service has been offered at the request of the TOWN as a substitute for the TOWN furnishing its own service.
7. The CITY agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient’s condition, or as directed by a licensed physician under emergency conditions.

8. The Town agrees to respond with extrication equipment to the scene of an automobile accident.
9. All areas within the TOWN shall be adequately signed (addressed) and maps shall be provided to the Antigo Fire Department at the expense of the TOWN.
10. The CITY shall at all times during the term of this agreement carry and maintain insurance as follows:
 - (a) A Worker's Compensation insurance policy protecting the parties hereto for loss or damage because of liability that may be incurred by the CITY, its agents or liabilities shall be imposed under the Wisconsin Worker's Compensation Act with a limit of liability as provided by law.
 - (b) A comprehensive general liability insurance policy protecting the parties hereto and their agents and assigns from loss or damage of liability that may be incurred by the parties hereto or either of them in the performance of this Agreement when such liability is imposed as a result of premises/operations, products and completed operations, employees as additional insured, personal injury, fire, legal liability, blanket contractual liability, broad form damage, and professional liability (malpractice) injury to or death of a person or persons. Such policy shall provide for a combined single limit of liability of not less than \$2,000,000.
 - (c) A comprehensive automobile insurance policy on all vehicles used in the process of complying with this Agreement with liability limits of not less than \$1,000,000 as a combined single limit;
 - (d) Certificates evidencing that such insurance contracts have been issued and that the premiums due thereon have been paid shall be deposited with the TOWN at the time of the execution of this Agreement. All of said policies shall be so issued that they will inure to the benefit of the TOWN and its agents and CITY and its agents and that coverage shall be included for individuals who are licensed EMT's or certified First Responders and who act in concert and with the approval of CITY in the course of rendering services under this Agreement as such interests may appear, and shall be issued by a company or companies licensed to do business in Wisconsin. The TOWN shall be named as an additional insured on each Certificate, except Worker's Compensation, with CITY to provide proof of Worker's Compensation to the TOWN. Each Certificate shall provide that the insurer will endeavor to mail written notice of cancellation to the TOWN within ten (10) days.
 - (e) CITY agrees to indemnify the TOWN against and save it harmless from any and all claims, demands, lawsuits or liability, loss, damage, injury, or death costs and expenses however arising from or in connection with the existence, maintenance, operation or use of said ambulance or ambulance service or the negligence of the operation thereof.
 - (f) The following is a summary of the insurance coverage CITY shall maintain:

Worker's Compensation:	\$100,000 Liability
	\$100,000 Per/Accident
	\$100,000 Per Employee Disease
 Liability Insurance:	 \$2,000,000 Aggregate
 Vehicle Liability (Auto):	 \$1,000,000 Liability
11. The initial startup TOWN(s) (i.e. Ackley, Antigo, Neva, Peck, Polar, Price, Rolling, Summit, Upham and Vilas) shall be covered by the terms of this Agreement. Any additional TOWN wishing to be considered for entering into this Agreement, shall

have their request for service reviewed by the CITY/TOWN Ambulance Committee.

12. This Agreement contains all the promises and covenants by and between the parties.

Dated this ____ day of _____, 20__

CITY OF ANTIGO

BY: _____

Bill Brandt, Mayor

BY: _____

Kaye Matucheski, Clerk

Dated this ____ day of _____, 20__

TOWN OF ELCHO

BY: _____

(Print) _____, Chairman

BY: _____

(Print) _____, Clerk



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: October 16, 2019
Re: Consider the Ratification of the Tentative Collective Bargaining Agreement with the Antigo Firefighters, Local 1000

Negotiations with the Antigo Firefighters, Local 1000 took place in September and a Tentative Agreement was reached between the negotiating teams. A copy of the Tentative Agreement is attached for your consideration and will be passed along to Council for their November meeting following Committee action.

AGREEMENT
BETWEEN
CITY OF ANTIGO
AND
ANTIGO FIREFIGHTERS UNION, LOCAL 1000

20~~20~~¹⁷ - 20~~19~~²²

January 1, 20~~20~~¹⁷ – December 31, 20~~22~~¹⁹

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PREAMBLE

This Agreement is made on the date hereinafter stated by and between the City of Antigo, Wisconsin, hereinafter referred to as the "City" or "Employer", and the Antigo Firefighters Union, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time Firefighters and Lieutenants in the Fire Department for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment.

Expressly excluded from the bargaining unit are the Fire Chief, clerical, seasonal, temporary, and all supervisory, managerial and confidential employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of City government;
- B. To establish reasonable work rules;
- C. To hire, promote, transfer, schedule and assign employees to any Fire Department positions with the City which the employee is trained to perform;
- D. To suspend, demote, discharge and take other reasonable disciplinary action with just cause, against employees and to relieve employees from their duties because of lack of work or any other legitimate reason pursuant to Wisconsin Statutes 62.13;
- E. To maintain efficiency of City government operations;
- F. To take whatever action is necessary to comply with State or Federal law;
- G. To introduce new or improved methods or facilities, or to change existing methods or facilities;
- H. To determine the kinds and amounts of services to be performed as pertains to City government operations and the number and kinds of positions and job classifications to perform such services;
- I. To contract out for goods or services;

- J. To determine the methods, means and personnel by which City operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of City government in situations of emergency.

The Union and the employees agree that they will not attempt to abridge these management rights and the City agrees it will not use these management rights to interfere with rights established under this Agreement. Nothing in this Agreement shall be construed as imposing an obligation upon the City to consult or negotiate with the Union concerning the above areas of discretion and policy.

ARTICLE 3 - PROBATIONARY PERIOD

- A. Probationary Employees: Employees on initial hire shall be classified as probationary employees and shall have no seniority until such time as they have successfully completed ~~one (1) year~~ eighteen months of continuous employment with the City as an employee of the Fire Department at which time seniority shall revert back to the date of hire. Any probationary employee who leaves the department during their ~~one (1) year~~ eighteen month probationary period shall be responsible for reimbursing the City for expenses incurred (i.e. health physical, psychological test) as part of the hiring process. At the sole discretion of the City, this period may be extended for not more than three (3) months. During the probationary period, the employee shall be subject to dismissal without recourse to the grievance procedure for any reason, which is not arbitrary or capricious.
- B. Trial Period In New Position: Employees promoted to a higher classification shall be subject to a one (1) year trial period. During the trial period, the employee may be reduced to the prior rank at the discretion of the Fire Chief. The employee also has the right to request a reduction to his/her prior rank. However, a reduction may not be for arbitrary, capricious, or discriminatory reasons. Other employees affected by a reduction shall also be reduced or shifted to their previous positions.

Prior to a reduction in rank, the Fire Chief and employee shall meet and discuss the reduction. The employee may have a union representative present if he or she so desires. At the meeting, the employee and his or her union representative shall be given an opportunity to present their viewpoints with respect to the proposed reduction. If a reduction occurs, the employee may not utilize the grievance procedure to challenge the Fire Chief's decision under the above standard. The promotional trial period may be extended for an additional six months by mutual agreement of the Chief and the union.

ARTICLE 4 - UNION ACTIVITY

- A. Union Business: Union business, where possible, shall be transacted outside the normal working hours. All employees, when acting in an official capacity for the Union, shall keep time records when this activity occurs during working hours and shall furnish the department head with a monthly summary of said time records. Union officers shall not be precluded from the proper conduct of the grievance procedure, in accordance with the terms of this Agreement. The department head reserves the right to designate where meetings on grievances shall occur and reserves the right to exclude such meetings from any and all work areas on City property. Any such meetings shall not seriously interrupt the normal efficient operations of the Department or the City.

- B. Bargaining Committee: The Union bargaining committee shall be limited to three (3) employees unless the City's bargaining committee exceeds three representatives. If the City's bargaining committee exceeds three representatives, both sides may remain equally represented. The limitation on the size of the Union's bargaining committee does not apply to mediation or arbitration proceedings. The Union and the City may each determine the number of representatives on their bargaining committees for purposes of mediation and arbitration proceedings.

- C. Bulletin Board: A bulletin board will be provided by the City for notices of Union business, job vacancies, or social events. All postings/notices shall be dated and initialed by the person placing document(s) onto the bulletin board. The Union, upon notice from the City, shall promptly remove from such bulletin board any material that is libelous, political, or controversial in matter, or in any way detrimental to the labor-management relationship. The City retains ownership of the bulletin board, and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin board.

- D. Union Officials: The Union agrees to provide written notification to the department head with copies to the Finance, Personnel & Legislative Committee and the City Clerk within seven (7) days following election or selection of officials, including officials assigned to handle various aspects of the grievance procedure. The City agrees to advise the Association of the proper City officials assigned to handle personnel matters involving the Association.

ARTICLE 5 - NO STRIKE AGREEMENT

- A. Strike Prohibited: Neither the Union nor any of its officers, agents, or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement.

- B. Union Action: Upon notification by the City to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately, in writing, order such members to return to work, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.
- C. Penalties: Any and all of the employees who violated any of the provisions of this section may be discharged or disciplined by the City including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

If the Union has either directly or indirectly authorized or sanctioned any strike, acts of work stoppage, slowdown or other breach of this provision, the Union shall be liable to the City for liquidated damages in the amount of twenty-five dollars (\$25.00) per day for each employee who refused to perform his regular duties. If other employees are made idle as a result of such prohibited action, the Union shall be liable to the City for liquidated damages in the amount of fifty dollars (\$50.00) per day for each day of the strike.

The City and Union agree that the City, at its election, may seek payment of any liquidated damages owed under this provision either in a state suit proceeding or through the arbitration procedure set forth herein.

In addition to the penalties provided herein, the City may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE 6 - PUBLIC SAFETY TRAINING

- A. Training: The City agrees that it will assume prime responsibility for training employees under the guidelines of qualified personnel in the duties and responsibilities assigned to employees by the City. Each employee assumes full responsibility for learning and knowing the material presented in training sessions and further agrees to maintain a level of professional competence and reasonable physical and mental fitness necessary to perform the work assigned. In the event any type of retesting is required the employee will be allowed one retest. If a subsequent retest(s) is/are needed all expenses shall be borne by the affected employee (i.e. retest fees, travel expenses, lodging etc.)
- B. Cooperation: The Union agrees to cooperate fully with the City in studying and investigating the feasibility of cross-training Union members in law enforcement work and said program will not be implemented until a study is completed. The employer agrees to open negotiations on the wages for cross-trained personnel upon implementation of the decision to cross-train such personnel.

- C. FTO: A Fire Fighter assigned as the Field Training Officer by the Chief shall receive one (1) hour of Compensatory Time per twenty-four (24) hour shift the FTO is assigned to a Probationary Fire Fighter for training purposes. The FTO shall not receive Compensatory Time if they are not engaged in training the full twenty-four (24) hours, nor shall they receive additional Compensatory Time for hours worked in excess of the scheduled shift. The FTO must work the entire shift with the probationary employee to receive the one (1) hour of Compensatory Time. Fire Fighters that are not assigned as the FTO shall not be eligible for Compensatory Time under this section even though they may serve as the FTO to a firefighter. FTOs that have one-hundred-eighty (180) hours of Compensatory time are not eligible for the one (1) hour of compensatory time incentive. FTO incentive compensation is only available for step 1, step 2 and step 3 of the FTO process.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall be defined as a dispute concerning the interpretation or application of a specific provision of this Agreement. This definition of a grievance does not preclude the filing of a grievance based on an alleged past practice. A grievance shall not include any disciplinary matters involving suspension, reduction in rank (demotion), suspension and reduction in rank, or removal as such matters shall be processed in accordance with the applicable State Statutes and not under this grievance procedure.
- B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended upon mutual consent in writing.
- C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance, the signature of the grievant, indicate the issue involved, the relief sought, the date the incident or violation took place, and the section of the Agreement which has been alleged to have been violated.
- E. Names of Bargaining Unit Officials: The bargaining unit shall provide the Fire Chief with a list of the bargaining unit officers and officials assigned to various aspects of the grievance process. This list shall be provided no later than ten (10) days after the bargaining unit has held its election of officers.
- F. Forms: The grievance forms will be provided by the City.
- G. Time and Motion Limit: During all steps of the grievance procedure and all bargaining unit business, bargaining unit officials shall maintain records of their on-duty time and provide them to the Fire Chief within ten (10) days following the close of each month. Such records

shall indicate the total time expended, location, and employee. Permission must be received from the Fire Chief before a bargaining unit official or member may leave his work to conduct bargaining unit business.

H. Place of Hearing: The City consents to provide facilities for any grievance meetings.

I. Procedure: All grievances shall be processed in the following manner.

Step 1: The employee, alone or with his/her representative, shall prepare a written grievance on forms provided by the City to the Fire Chief no later than ten (10) calendar days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his complaint later. The Fire Chief shall confer with the employee in relation to the grievance, after the Union representative is given the opportunity to be present at said conference. The Fire Chief shall within ten (10) calendar days, inform the employee and, where applicable, the representative, in writing of his decision.

Step 2: If the grievance is not settled in Step 1, the employee shall prepare a written appeal on forms provided by the City within five (5) calendar days of the answer at Step 1 and submit the grievance to the Director of Administrative Services. The Director of Administrative Services shall meet with the grievant at a mutually agreeable time and discuss the grievance with the employee. Following said conference, the Director of Administrative Services shall respond in writing to the employee within five (5) calendar days of the conference.

Step 3: If the grievance is not settled in Step 2, the employee shall prepare a written appeal on forms provided by the City within five (5) calendar days of the answer at Step 2. The Finance, Personnel & Legislative Committee shall meet with the grievant at a mutually agreeable time and discuss the grievance with the employee. Following said conference, the Finance, Personnel & Legislative Committee shall respond in writing to the employee within five (5) calendar days of the conference.

ARTICLE 8 - ARBITRATION PROCEDURE

A. Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Finance, Personnel & Legislative Committee in writing within five (5) calendar days that they intend to process the grievance to arbitration.

B. Arbitrator: Any grievance, which cannot be settled through the above procedures, may be submitted to an Arbitrator to be selected as follows:

The Association shall make a written request to the Wisconsin Employment Relations Commission to provide a list of 5 potential arbitrators from its staff to hear the case within fifteen (15) calendar days of notifying the Finance, Personnel & Legislative Committee in Section A of the Union's desire to seek arbitration.

The Association agrees to “strike” the first name for the initial arbitration case subsequent to the adoption of this language (effective as of 1/1/17) and the parties shall alternate this “first-strike” privilege for any subsequent arbitration cases.

- C. Arbitration Hearing: The arbitrator appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the City and the Association, which shall be binding upon both parties. In the event that arbitrability is an issue, the Arbitrator shall first decide the issue of arbitrability before conducting a hearing on the merits of the dispute.
- D. Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the Arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Testimony or other participation of employees shall not be paid by the City. The arbitration hearing shall be conducted at a mutually agreeable location.
- E. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement, and it is agreed by the parties that any such action shall constitute a violation of Section 788.10, Wisconsin Statutes.
- F. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.
- G. Special Notice for New Facts: If the grievance has been processed beyond Step 1, and the grievant wishes to add new facts or information into the file, he/she shall immediately transmit notice to the Fire Chief and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Fire Chief has had an opportunity to respond.

Within five (5) days of receipt of such special notice, the Fire Chief shall exercise one of the following options:

1. He/she may reopen the proceedings at Step 1 for the purpose of reconsidering the Step 1 decision.
2. He/she may acknowledge receipt of the facts and stipulate that the grievance proceeds.

ARTICLE 9 - HOURS OF WORK

- A. Work Week: The normal scheduled workweek for all employees shall be an average of not more than fifty-six (56) hours. The normal schedule shall be as follows:

On duty one (1) twenty-four (24) hour period, have one (1) twenty-four (24) hour period off; on duty one (1) twenty-four (24) hour period, have one twenty-four (24) hour period off; on duty one (1) twenty-four (24) hour period and have four (4) twenty-four hour periods off.

- B. Reduced Schedule:

- a) The Fire Chief may assign an employee to work 40 hours or less per week for training purposes. This provision will not result in the reduction of FLSA when employees are working a 40-hour work week for training purposes, nor will this provision reduce the employees' biweekly salary. This provision does not limit the City's contractual right to change the work schedule, nor does this provision limit the Union's rights to bargain the impact of a change in the work schedule.
- b) If an employee is assigned by the Fire Chief to light duty because of a work-related injury or illness, then the employee will work their assigned twenty-four (24) hour shift unless the employee requests to work eight (8) hour shifts which are worked Monday through Friday and the Fire Chief determines the work is available. Any training assigned while on a work-related light duty injury or illness will be mutually agreed upon between the parties or a continuation of training already scheduled as long as the light duty assignment does not create overtime pay for the individual.

ARTICLE 10 - PAY PERIOD

The City shall pay each employee on a biweekly basis.

ARTICLE 11 – PAY INFORMATION

- A. Acting Officer Pay – A firefighter assigned to replace an officer for a minimum period of two (2) hours shall be paid at the Lieutenant rate of pay for that time period. The firefighter assigned to replace an officer shall be compensated at the Lieutenant rate of pay, based on the number of years they have been providing the acting officer assignment. (e.g. a firefighter assigned to replace the Lieutenant has been providing these services for four years, would be compensated at the Lieutenant rate of pay for a four year Lieutenant). All wage increases for acting officers would be based on the anniversary date of their appointment for providing replacement services.

ARTICLE 12 - OVERTIME

- A. Overtime: Overtime earned as a result of the work schedule identified in Article 9, under applicable federal laws, shall be paid at the rate of time and one-half.
- B. Training Time: Training sessions outside of the normal work schedule, if required and approved by the Fire Chief, shall be compensated with compensatory time off at the rate of time and one-half (1½) during an employee's probation period and double time for all employees beyond their probationary period. Compensatory time may be accrued to a maximum of 180 hours. Employees with an accumulated balance of compensatory time greater than or equal to one hundred eighty (180) hours shall be paid at the rate of time and one-half their regular rate of pay for training time, until their compensatory time off accrual is equal to or less than 180 hours. Payout of accrued compensatory time off is at the employee's straight time (1x) rate of pay. Employees shall be permitted to utilize compensatory time off when authorized by the Fire Chief.
- C. Call In: An employee shall be paid two (2) hours pay at the straight time rate if he or she is called back to work (Not to be paid for sick leave coverage). The call-in pay shall be in addition to time and one-half (1 ½) the employee's regular rate of pay for all hours worked.

ARTICLE 13 - SENIORITY RIGHTS

- A. Definition: Seniority shall commence upon the employee's most recent date of hire, subject to the provisions of Article 3 hereof, and shall be based upon the actual length of continuous service for which payment has been received by the employee.
- B. Termination of Seniority: Seniority and the employment relationship shall be deemed to have been terminated when:
 - 1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his control or on authorized leave;
 - 2. A laid off employee fails to notify the employer of his intention of reporting for work within three (3) days of being notified to do so or fails to report for work within one (1) week of receipt of notification;
 - 3. An employee states that he is quitting and actually leaves the job;
 - 4. An employee is not employed for one (1) year after having been laid off;
 - 5. An employee is discharged;
 - 6. An employee, on leave of absence for personal or health reasons, accepts other employment without permission from the employer;
 - 7. An employee retires.

- C. Seniority List: The employer shall keep a current seniority list of all employees. This list shall be kept up to date by the Employer and shall be kept on file in the Employer's office. It shall be available for inspection by the individual employees upon request.

ARTICLE 14 – JOB POSTING

Before any bargaining unit vacancy is filled a notice shall be posted at all fire stations and remain posted for a period of not less than two (2) weeks. The notice shall provide the application requirements, the job description and pay classifications applicable to the position. Application forms shall be made available by the City. The Union will be furnished a copy of such notice.

ARTICLE 15- HEALTH CARE BENEFITS

- A. Group Coverage: The City agrees to pay ninety percent (90%) of the cost of the premium of the group hospital and medical insurance program for those employees participating in the program after they have completed ninety (90) calendar days of full-time work. As long as the City continues with the self-insured health insurance plan design (as of April 30, 2018), the employees agree to pay 10% of the Stop Loss and Administrative Fee coverage. If the City makes the decision to switch to a different plan, the employees payment would revert back to a premium only payment (meaning the Association and City would only revert back from this additional premium contribution if the City changes the deductibles and coinsurance of the self-insured health insurance plan).

Disability Insurance: The disability plan to be chosen by the Union provides coverage for eligible full-time employees. The covered employee will pay 100 percent of the cost of the monthly premium. The City agrees to establish a biweekly payroll deduction for the premiums.

- B. Waiver: No employee shall make any claim against the City for additional compensation in lieu of or in addition to his or her cost of coverage because he or she does not qualify for the family plan.
- C. Probationary Employees: Medical insurance shall be provided to all full-time employees when they are eligible to participate as determined by the insurance carrier. During the first ninety (90) calendar days of employment, the employee shall pay the total cost of the premium of the group hospital and medical insurance program.
- D. Retirement: Upon retirement, after having completed more than fifteen (15) years of service in the City, any full-time employee will be allowed to continue to participate in the Group Hospital and Medical Insurance Program until he/she is age 65, or until eligible for Medicare. Retired employees shall pay the full premiums including the portion normally contributed by the City. Employees hired after January 1, 1990, who retire under the conditions specified above, will be allowed to participate in the group health hospital and

medical insurance program until he/she is age 65, until they are covered or become eligible for group hospital and medical insurance from another source, or until eligible for Medicare.

ARTICLE 16 - SICK LEAVE

- A. Each full-time employee hired as a regular full-time firefighter before 01/01/2014 shall earn twenty-four (24) hours of sick leave each month and all unused sick leave shall be accumulative to a maximum of one thousand six hundred twenty (1620) hours. Sick leave used shall be subtracted as used. Employees with an accrual greater than one thousand six hundred twenty (1620) hours as of 10/01/2014 shall retain those hours above one thousand six hundred twenty (1620) and place those excess hours in a special sick leave accrual bank. Those excess hours may be used for sick leave purposes if all other hours in the sick leave accrual bank have been utilized. If the banked hours in excess of the one thousand six hundred twenty (1620) are not utilized during the course of employment and an employee retires in the manner described in Article 15.D., this special bank of hours will be added to the accumulated sick leave for determining the appropriate amount to be rolled over in an approved Post Employment Health Plan.
- B. Each full-time employee hired as or who becomes a full-time firefighter after 01/01/2014 shall earn twelve (12) hours of sick leave each month and all unused sick leave shall be accumulative to a maximum of one thousand six hundred twenty (1620) hours. Sick leave used shall be subtracted as used.
- C. Probationary employees shall be credited seventy-two (72) hours and be allowed to utilize sick leave after completion of 6 months of service during the probationary period. Thereafter, sick leave shall accrue in accord with Paragraph B
- D. Employees who are absent from work may be required to submit a physician's certificate to the Fire Chief specifying their illness or fitness to return to work.
- E. In the event of death of an employee while still employed by the City, all unused accumulated sick leave remaining in his account shall be converted to cash at the hourly rate then in effect and paid to the employee's spouse or if none to the surviving children or estate. When a full-time employee retires with the required 30 calendar day notice or is forced to retire due to disability from the City 75(%) percent of accumulated sick leave shall be rolled over into an approved Post Employment Health Plan (PEHP) for the purpose of paying for qualified medical expenses.
- F. In the event of death in an employee's immediate family, such employee shall be paid for the day lost from scheduled work to attend the funeral. Either two (2) days before the funeral, or one (1) day before the funeral and (1) day after the funeral shall be paid if such days fall on scheduled work days. The funeral leave shall be deducted from Accumulated Sick Leave. Immediate family shall include spouse, children, mother, father, sister, brother, step

parents, and grandparents of the employee and mother, father, sister, brother, step parents or grandparents of the spouse, niece or nephew under the age of 18 of the employee or spouse.

- G. Employees of the City may be eligible for medical expenses and loss of income resulting from a work-related injury or illness, in accordance with the Wisconsin Worker's Compensation Law. The City's insurance carrier determines what, if any, benefits the employee will receive. The determination of benefits is subject to the requirements and limits of applicable Wisconsin Worker's Compensation Law. The City will not pay the difference between the worker's compensation check and the employee's normal salary.

ARTICLE 17 - VACATIONS

- A. Vacation Benefit: A full-time employee hired as or who becomes a regular full-time firefighter before 01/01/2014 shall receive the following vacation benefits:

<u>Vacation Benefit</u>	<u>Completed Years of Service</u>
48 hours	Start of hire
120 hours	1 year
192 hours	3 years
288 hours	7 years
360 hours	15 years
372 hours	20 years
432 hours (max)	plus 12 hours per year after 20 years until 25 years of service

A full-time employee hired as or who becomes a full-time firefighter on or after 01/01/ 2014 or thereafter shall receive the following vacation benefits:

<u>Vacation Benefit</u>	<u>Completed Years of Service</u>
24 hours	Start of hire*
72 hours	1 year
120 hours	3 years
240 hours	7 years
288 hours	15 years
360 hours	20 years

*Probationary employees shall have their twenty-four hours pro-rated based upon their starting date of hire.

- B. No Accumulation: Vacations shall not accumulate from year to year.
- C. Severance: Employees who retire with a minimum 30 calendar day notice, who resign from City service and give a 2-week notice of such retirement or the beneficiaries of such employees who die in City employment, will be compensated at their regular rate for earned and unused vacation accumulated to their credit.

- D. Scheduling: Choice of vacation time shall be by seniority. The Employee shall give the Fire Chief his choice of vacation by March 1 of each year except in cases of emergency where the employee needs vacation due to unusual circumstances. The Fire Chief also has the right to reschedule due to emergency.
- E. No Waiver: An employee may not waive a vacation and take vacation pay in lieu of vacation.

ARTICLE 18 - RETIREMENT

The Employer agrees to pay up to seven percent (7%) of the employee's total earnings for the employee's contribution to the Wisconsin Retirement Fund Plan.

ARTICLE 19 - HOLIDAYS

- A. Holidays: Each full-time employee shall receive nine (9) additional days each year as holiday pay in accordance with the following schedule:

New Year's Day	The day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	

Pay for each holiday shall be determined by dividing the employee's base annual salary by 243. Personnel required to work on the above holidays shall be granted an additional four (4) hours pay computed at the straight hourly base rate.

The holiday pay shall be paid once per year, and shall be added to the base pay on the payday immediately before Thanksgiving.

ARTICLE 20 - UNIFORM ALLOWANCE

All employees shall receive a five hundred dollar (\$500) allowance annually, which shall be prorated in the last year of employment, after 2006. Newly hired employees shall be paid a uniform allowance, but this shall be prorated from the date of employment. Union personnel shall be allowed to carry over any unused balance of uniform allowance to the following calendar year not to exceed two hundred fifty dollars (\$250) dollars for a maximum of seven hundred fifty dollars (\$750) at any one time. Uniforms torn or damaged in the line of duty shall be replaced or repaired by the City.

Firefighter/ EMT personnel will be required to submit a department uniform order form to the Fire Chief. Uniforms shall be ordered through the City. Only uniform items listed on the department uniform/ equipment inventory list and/or approved by the Fire Chief shall be allowable for

purchase. Each employee shall have an individual voucher form for accounting purposes.

All firefighters shall purchase and maintain their department uniforms in accordance with Standard Operating Guideline 1-8, Uniforms for Work. New firefighters shall be issued the following garment: (1) EMS Jacket.

All firefighters shall be required to purchase and maintain a Class "A" formal dress uniform effective 7-1-98. All recruit firefighters shall be required to purchase and maintain a Class "A" dress uniform within six (6) months of completing their probationary period. The City shall provide a one-time subsidy equal to one-half (1/2) the cost of a new Class "A" uniform (i.e. jacket/slacks) to any new personnel for the initial purchase of an approved fire department new Class "A" uniform.

ARTICLE 21 - SHIFT TRADING

Employees may trade shifts among their unit with approval of the Officer in charge. Firefighters who voluntarily exchange duty or shift assignments with another firefighter shall repay those exchanges within the 12-month period following the exchange.

ARTICLE 22 - LEAVE OF ABSENCE

- A. Written Leave: Written leave of absence, without pay, for period not in excess of twelve (12) months may be granted by the Employer to any full-time employee providing said employee does not accept employment elsewhere or become self-employed.
- B. Illness or Disability: A period of not in excess of one (1) year shall be granted as leave of absence due to personal illness or disability due to accident provided a physician's certificate is furnished every two (2) months to substantiate the need for continuing leave.
- C. Seniority: Seniority shall continue to accrue during leaves of absence for personal illness and disability due to accident. Seniority shall not continue to accrue during leaves of absence for personal reasons except that seniority shall accrue for leaves of absence for thirty (30) calendar days or less. During such approved unpaid leave, no other benefits herein provided shall continue to accumulate, accrue or otherwise be available to an employee. For such personal leaves of 3 months or less, the employee may participate in the group hospital and medical insurance program, provided that the City is reimbursed in advance by the employee for the total amount of the premium.
- D. Military Leave: All employees who volunteer or who are selected for service in any of the armed forces of the government of the United States of America, shall be considered to be on leave of absence, and shall retain all seniority rights cumulatively and without interruption. Any such employee shall, upon his request, be reinstated to the position he held before entering the service provided such request is made to the Department Head within 90 days after such employee is discharged and physically able to return to work and if such position has been discontinued, or eliminated, he/she shall be given such other

employment in accordance with his seniority rights as he/she is suited and qualified for.

ARTICLE 23 - HAZMAT TRAINING

A management and union committee shall be established for reviewing HAZMAT issues and training. The parties recognize the City's interest in the involvement in the Langlade County HAZMAT Team and the training of firefighters for that team. The City agrees to provide HAZMAT training to all firefighters. This provision does not limit any legal right the Union may possess under Wisconsin law to negotiate with the City as part of the negotiations for successor Labor Agreements with respect to the impact of HAZMAT involvement on firefighter wages, hours, and working conditions, should the workload needed to maintain the HAZMAT Team become greater than is expected.

ARTICLE 24 - DUES DEDUCTION

Authorized Deduction: The City agrees to deduct from the salaries of employees who are members of the Union the dues as said employees individually and voluntarily authorize the City to deduct and transmit the monies to the Union. The individual authorizations shall be in writing in the form set forth below and shall be effective for the employment year during which the authorization was given.

A.

Antigo Fire Department, IAFF Local 1000

I, the undersigned, hereby authorize the Employer to deduct Association Dues from my wages every pay date and direct that such amount so deducted be sent to or deposited for the Treasurer of the Association for and on my behalf. The authorization shall be irrevocable and shall automatically renew itself for successive years unless I give thirty (30) days written notice to the Employer and the Association of my desire to change the amount or revoke the dues deduction at the end of such thirty (30) days period or at the end of such year.

NAME: _____ DATE: _____

WITNESS: _____ DATE: _____

B. Authorization Date: Authorization cards must be filed with the Human Resource Specialist not later than thirty (30) calendar days before the deduction authorization is to be effective. Nothing herein shall obligate the City to do anything other than deduct the authorized amount from any paychecks, and forward the said deductions to the Treasurer of the Union. Any employee may elect to cancel participation in dues deduction by filing written notice with the Human Resource Specialist at least thirty (30) days prior to the first paycheck from

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January 1, 20~~2017~~ – December 31, 20~~22~~¹⁹

which deduction will not be made.

- C. Indemnification: The union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City which arise out of the Employer's compliance with this Dues Deduction Agreement.

ARTICLE 25 - SEVERABILITY

If any article or section of this Agreement or any addendums thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 26 - ENTIRE MEMORANDUM OF AGREEMENT

- A. Amendments: This Agreement constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Waiver: The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and the opportunities as set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

ARTICLE 27 - RESIDENCY

All employees are required to reside, live, and maintain residency, within fifteen (15) air miles of City of Antigo limits.

ARTICLE 28 - JURY DUTY

An employee called for jury duty shall receive the difference between jury pay and the regular daily wage for each day which would have been worked but for such jury participation minus any travel expenses received. Employees shall report to work for all scheduled hours outside of the actual jury duty hours worked.

ARTICLE 29 - DURATION

- A. Current Agreement - Renewal: The provisions of this Agreement shall become effective as of January 1, 20~~2017~~, and shall continue in full force and effect through December 31, 20~~2219~~.
- B. Negotiation Timetable: In the year that this Agreement is to expire, the parties shall meet for negotiation of a successor labor agreement if either party so requests. Negotiations will commence not later than August 1, of the last year of the Agreement, unless the parties mutually agree otherwise. The parties' negotiation proposals, if any, shall be exchanged at the first bargaining session.

CITY OF ANTIGO

ANTIGO FIREFIGHTERS UNION

Mayor Date

President Date

Director of Administrative Services Date

Vice President Date

Director or Public Safety Date

Secretary/Treasurer Date

GRIEVANCE FORM

Grievance No. _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT _____

CONTRACT PROVISION(S) ALLEGED TO BE VIOLATED:

STATE IN DETAIL THE FACTS OF THE ALLEGED VIOLATION INCLUDING THE TIMES AND PLACES AND DESCRIPTION OF THE PARTICULAR INCIDENTS AND THE NAMES OF PERSONS INVOLVED:

REQUEST FOR SETTLEMENT OR CORRECTIVE ACTION DESIRED

HAS THIS GRIEVANCE BEEN DISCUSSED WITH YOUR IMMEDIATE SUPERVISOR?

NAME YOUR IMMEDIATE SUPERVISOR _____

TITLE _____

Employee's Signature_____
Employee Representative's Signature

Date: _____

Date: _____

Distribution:

GRIEVANCE ANSWER FORM
(Supplemental Material May Be Attached)

REGARDING GRIEVANCE NO. _____

STEP NUMBER: 1 _____ 2 _____ 3 _____ 4 _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT: _____

1. FACTS AND ISSUES INVOLVED:

2. DECISION:

3. REASONS FOR DECISION: (use separate sheet if necessary)

Signature

Position:

Department:

Distribution:

GRIEVANCE APPEAL FORM

REGARDING GRIEVANCE NO. _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT: _____

1. I WISH TO APPEAL THE GRIEVANCE ANSWER SIGNED BY (see answer form)

Name: _____ Title: _____

Date: _____

THIS GRIEVANCE IS THEREFORE APPEALED TO STEP NUMBER:

_____2 _____ Arbitration

_____3

_____4

2. CONTRACT PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:

3. REASON FOR APPEAL:

Employee's Signature_____
Employee Representative's Signature

Date: _____

Date: _____

Distribution:

APPENDIX A: WAGES*

Effective 1-1-2017 -0.5% + 0.5% CCP

Title	-	Start	1-year	2-years	3-years	4-years	5-years	10-years
-	Hourly	\$15.16	\$16.01	\$16.84	\$16.93	\$17.03	\$17.14	\$17.37
Firefighter/EMT-I	Biweekly	\$1,697.92	\$1,793.12	\$1,886.08	\$1,896.16	\$1,907.36	\$1,919.68	\$1,945.44
-	Annual	\$44,146	\$46,621	\$49,038	\$49,300	\$49,591	\$49,912	\$50,581
-	Hourly	\$15.50	\$16.35	\$17.21	\$17.30	\$17.41	\$17.52	\$17.74
Firefighter/EMT-P	Biweekly	\$1,736.00	\$1,831.20	\$1,927.52	\$1,937.60	\$1,949.92	\$1,962.24	\$1,986.88
-	Annual	\$45,136	\$47,611	\$50,116	\$50,378	\$50,698	\$51,018	\$51,659
-	Hourly	\$15.58	\$16.43	\$17.30	\$17.39	\$17.50	\$17.61	\$17.83
Firefighter/EMT-CCP	Biweekly	\$1,744.96	\$1,840.16	\$1,937.60	\$1,947.68	\$1,960.00	\$1,972.32	\$1,996.96
-	Annual	\$45,369	\$47,844	\$50,378	\$50,640	\$50,960	\$51,280	\$51,921
-	Hourly	\$17.86	\$17.95	\$18.04	\$18.14	\$18.22	\$18.35	
Fire-Lieutenant	Biweekly	\$2,000.32	\$2,010.40	\$2,020.48	\$2,031.68	\$2,040.64	\$2,055.20	
-	Annual	\$52,008	\$52,270	\$52,532	\$52,824	\$53,057	\$53,435	
-	Hourly	\$18.24	\$18.33	\$18.41	\$18.52	\$18.60	\$18.74	
Fire-Lieutenant/EMT-P	Biweekly	\$2,042.88	\$2,052.96	\$2,061.92	\$2,074.24	\$2,083.20	\$2,098.88	
-	Annual	\$53,115	\$53,377	\$53,610	\$53,930	\$54,163	\$54,571	
-	Hourly	\$18.33	\$18.42	\$18.50	\$18.61	\$18.69	\$18.83	
Fire-Lieutenant/EMT-CCP	Biweekly	\$2,052.96	\$2,063.04	\$2,072.00	\$2,084.32	\$2,093.28	\$2,108.96	
-	Annual	\$53,377	\$53,639	\$53,872	\$54,192	\$54,425	\$54,833	

Effective 1-1-2018 -2.0%

Title	-	Start	1-year	2-years	3-years	4-years	5-years	10-years
-	Hourly	\$15.46	\$16.33	\$17.18	\$17.27	\$17.37	\$17.48	\$17.72
Firefighter/EMT-I	Biweekly	\$1,731.52	\$1,828.96	\$1,924.16	\$1,934.24	\$1,945.44	\$1,957.76	\$1,984.64
-	Annual	\$45,020	\$47,553	\$50,028	\$50,290	\$50,581	\$50,902	\$51,601
-	Hourly	\$15.81	\$16.68	\$17.55	\$17.65	\$17.76	\$17.87	\$18.09
Firefighter/EMT-P	Biweekly	\$1,770.72	\$1,868.16	\$1,965.60	\$1,976.80	\$1,989.12	\$2,001.44	\$2,026.08
-	Annual	\$46,039	\$48,572	\$51,106	\$51,397	\$51,717	\$52,037	\$52,678
-	Hourly	\$15.89	\$16.76	\$17.65	\$17.74	\$17.85	\$17.96	\$18.19
Firefighter/EMT-CCP	Biweekly	\$1,779.68	\$1,877.12	\$1,976.80	\$1,986.88	\$1,999.20	\$2,011.52	\$2,037.28
-	Annual	\$46,272	\$48,805	\$51,397	\$51,659	\$51,979	\$52,300	\$52,969
-	Hourly	\$18.22	\$18.31	\$18.40	\$18.50	\$18.58	\$18.72	
Fire-Lieutenant	Biweekly	\$2,040.64	\$2,050.72	\$2,060.80	\$2,072.00	\$2,080.96	\$2,096.64	
-	Annual	\$53,057	\$53,319	\$53,581	\$53,872	\$54,105	\$54,513	
-	Hourly	\$18.60	\$18.70	\$18.78	\$18.89	\$18.97	\$19.11	
Fire-Lieutenant/EMT-P	Biweekly	\$2,083.20	\$2,094.40	\$2,103.36	\$2,115.68	\$2,124.64	\$2,140.32	
-	Annual	\$54,163	\$54,454	\$54,687	\$55,008	\$55,241	\$55,648	
-	Hourly	\$18.70	\$18.79	\$18.87	\$18.98	\$19.06	\$19.21	
Fire-Lieutenant/EMT-CCP	Biweekly	\$2,094.40	\$2,104.48	\$2,113.44	\$2,125.76	\$2,134.72	\$2,151.52	
-	Annual	\$54,454	\$54,716	\$54,949	\$55,270	\$55,593	\$55,940	

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Effective 1-1-2019 1.5%

Title	-	Start	1-year	2-years	3-years	4-years	5-years	10-years
-	Hourly	\$15.69	\$16.57	\$17.44	\$17.53	\$17.63	\$17.74	\$17.99
Firefighter/EMT I	Biweekly	\$1,757.28	\$1,855.84	\$1,953.28	\$1,963.36	\$1,974.56	\$1,986.88	\$2,014.88
-	Annual	\$45,689	\$48,252	\$50,785	\$51,047	\$51,339	\$51,659	\$52,387
-	Hourly	\$16.05	\$16.93	\$17.81	\$17.91	\$18.03	\$18.14	\$18.36
Firefighter/EMT P	Biweekly	\$1,797.60	\$1,896.16	\$1,994.72	\$2,005.92	\$2,019.36	\$2,031.68	\$2,056.32
-	Annual	\$46,738	\$49,300	\$51,863	\$52,154	\$52,503	\$52,824	\$53,464
-	Hourly	\$16.13	\$17.01	\$17.91	\$18.01	\$18.12	\$18.23	\$18.46
Firefighter/EMT CCP	Biweekly	\$1,806.56	\$1,905.12	\$2,005.92	\$2,017.12	\$2,029.44	\$2,041.76	\$2,067.52
-	Annual	\$46,971	\$49,533	\$52,154	\$52,445	\$52,765	\$53,086	\$53,756
-	Hourly	\$18.49	\$18.58	\$18.68	\$18.78	\$18.86	\$19.00	
Fire Lieutenant	Biweekly	\$2,070.88	\$2,080.96	\$2,092.16	\$2,103.36	\$2,112.32	\$2,128.00	
-	Annual	\$53,843	\$54,105	\$54,396	\$54,687	\$54,920	\$55,328	
-	Hourly	\$18.88	\$18.98	\$19.06	\$19.17	\$19.25	\$19.40	
Fire Lieutenant/EMT P	Biweekly	\$2,114.56	\$2,125.76	\$2,134.72	\$2,147.04	\$2,156.00	\$2,172.80	
-	Annual	\$54,979	\$55,270	\$55,503	\$55,823	\$56,056	\$56,493	
-	Hourly	\$18.98	\$19.07	\$19.15	\$19.26	\$19.35	\$19.50	
Fire Lieutenant/EMT CCP	Biweekly	\$2,125.76	\$2,135.84	\$2,144.80	\$2,157.12	\$2,167.20	\$2,184.00	
-	Annual	\$55,270	\$55,532	\$55,765	\$56,085	\$56,347	\$56,784	

*Employees are paid the corresponding hourly wage. Employees are paid for 112 hrs for a full biweekly pay period.

All other given wages are approximations due to rounding.

Annual wages are included as an estimation only

Effective 01/01/2020 2.50%

Title		Start	5 years
Firefighter/EMT B	Hourly	\$15.41	\$16.59
	Biweekly	\$1,725.44	\$1,858.61
	Annual	\$44,862	\$48,324

Firefighter/EMT I	Hourly	\$17.12	\$18.44
	Biweekly	\$1,917.16	\$2,065.25
	Annual	\$49,846	\$53,697

Firefighter/EMT P	Hourly	\$17.58	\$18.82
	Biweekly	\$1,968.82	\$2,107.73
	Annual	\$51,189	\$54,801

Firefighter/EMT CCP	Hourly	\$17.65	\$18.92
	Biweekly	\$1,976.86	\$2,119.21
	Annual	\$51,398	\$55,099

Title		Start	1 year	2 years	3 years	4 years	5 years
Fire Lieutenant	Hourly	\$18.95	\$19.04	\$19.15	\$19.25	\$19.33	\$19.48
	Biweekly	\$2,122.65	\$2,132.98	\$2,144.46	\$2,155.94	\$2,165.13	\$2,181.20
	Annual	\$55,189	\$55,458	\$55,756	\$56,055	\$56,293	\$56,711

Fire Lieutenant/EMT P	Hourly	\$19.35	\$19.45	\$19.54	\$19.65	\$19.73	\$19.89
	Biweekly	\$2,167.42	\$2,178.90	\$2,188.09	\$2,200.72	\$2,209.90	\$2,227.12
	Annual	\$56,353	\$56,652	\$56,890	\$57,219	\$57,457	\$57,905

Fire Lieutenant/EMT CCP	Hourly	\$19.45	\$19.55	\$19.63	\$19.74	\$19.83	\$19.99
	Biweekly	\$2,178.90	\$2,189.24	\$2,198.42	\$2,211.05	\$2,221.38	\$2,238.60
	Annual	\$56,652	\$56,920	\$57,159	\$57,487	\$57,756	\$58,204

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**EMT-B classification earns 90% of the FF/EMT I wage schedule

*** An existing employee who has less than five years of service shall be red-circled at his or her current 2019 rate until such time that the newly negotiated 2020 pay grade/step increase changes (along with any across-the-board COLA increases to those changes) exceed the red circled amount based on the employee's years of service. The employee does not move along the old wage structure steps. The employee then moves to the five-year step after five years of service.

Effective 01/01/2021 2.00%

Title		Start	5 years
Firefighter/EMT B	Hourly	\$15.71	\$16.93
	Biweekly	\$1,759.52	\$1,896.16
	Annual	\$45,748	\$49,300

Firefighter/EMT I	Hourly	\$17.46	\$18.81
	Biweekly	\$1,955.50	\$2,106.56
	Annual	\$50,843	\$54,770

Firefighter/EMT P	Hourly	\$17.93	\$19.20
	Biweekly	\$2,008.20	\$2,149.88
	Annual	\$52,213	\$55,897

Firefighter/EMT CCP	Hourly	\$18.00	\$19.30
	Biweekly	\$2,016.39	\$2,161.59
	Annual	\$52,426	\$56,201

Title		Start	1 year	2 years	3 years	4 years	5 years
Fire Lieutenant	Hourly	\$19.33	\$19.43	\$19.53	\$19.63	\$19.72	\$19.86
	Biweekly	\$2,165.11	\$2,175.64	\$2,187.35	\$2,199.06	\$2,208.43	\$2,224.82
	Annual	\$56,293	\$56,567	\$56,871	\$57,176	\$57,419	\$57,845
Fire Lieutenant/EMT P	Hourly	\$19.74	\$19.84	\$19.93	\$20.04	\$20.13	\$20.28
	Biweekly	\$2,210.77	\$2,222.48	\$2,231.85	\$2,244.73	\$2,254.10	\$2,271.66
	Annual	\$57,480	\$57,785	\$58,028	\$58,363	\$58,607	\$59,063
Fire Lieutenant/EMT CCP	Hourly	\$19.84	\$19.94	\$20.02	\$20.14	\$20.23	\$20.39
	Biweekly	\$2,222.48	\$2,233.02	\$2,242.39	\$2,255.27	\$2,265.81	\$2,283.37
	Annual	\$57,785	\$58,059	\$58,302	\$58,637	\$58,911	\$59,368

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Effective 01/01/2022 2.00%

Title		Start	5 years
Firefighter/EMT B	Hourly	\$16.02	\$17.27
	Biweekly	\$1,794.71	\$1,934.08
	Annual	\$46,662	\$50,286

Firefighter/EMT I	Hourly	\$17.81	\$19.18
	Biweekly	\$1,994.61	\$2,148.69
	Annual	\$51,860	\$55,866

Firefighter/EMT P	Hourly	\$18.29	\$19.58
	Biweekly	\$2,048.36	\$2,192.88
	Annual	\$53,257	\$57,015

Firefighter/EMT CCP	Hourly	\$18.36	\$19.69
	Biweekly	\$2,056.72	\$2,204.82
	Annual	\$53,475	\$57,325

Title		Start	1 year	2 years	3 years	4 years	5 years
Fire Lieutenant	Hourly	\$19.72	\$19.81	\$19.92	\$20.03	\$20.11	\$20.26
	Biweekly	\$2,208.41	\$2,219.16	\$2,231.10	\$2,243.04	\$2,252.60	\$2,269.32
	Annual	\$57,419	\$57,698	\$58,009	\$58,319	\$58,568	\$59,002
Fire Lieutenant/EMT P	Hourly	\$20.13	\$20.24	\$20.33	\$20.44	\$20.53	\$20.69
	Biweekly	\$2,234.99	\$2,266.93	\$2,276.49	\$2,289.62	\$2,299.18	\$2,317.10
	Annual	\$58,630	\$58,940	\$59,189	\$59,530	\$59,779	\$60,244
Fire Lieutenant/EMT CCP	Hourly	\$20.24	\$20.34	\$20.42	\$20.54	\$20.64	\$20.79
	Biweekly	\$2,266.93	\$2,277.68	\$2,287.24	\$2,300.37	\$2,311.12	\$2,329.04
	Annual	\$58,940	\$59,220	\$59,468	\$59,810	\$60,089	\$60,555

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1
2
3 **AGREEMENT REGARDING LANGUAGE**
4

5 The use of the biweekly and hourly rate within the Labor Agreement is to clarify the
6 computation of an employee's wage entitlement when, in every 10-year period, the number of
7 pay periods increases from 26 to 27. Inclusion of the biweekly and hourly rate does not impact
8 upon the current computation of overtime pay under the Fair Labor Standards Act and is not
9 intended to provide additional compensation.

10
11 ***Any employee upgrading their skill level shall remain in the same year-level within the**
12 **wage scale***
13



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: October 16, 2019
Re: Accepting Sealed Electronic Bids Through Vendor Registry or a Consultant Hired to Manage the Bidding Process (information only)

The City has a new vendor software that will be used to manage vendors, the bidding process, certificates of insurance, W-9's, etc. called Vendor Registry. This software will assist in making the bidding (or quoting) process more standard. One capability of the software is the ability to accept sealed bids electronically. The software keeps the bid sealed and releases it at the bid opening time. This will allow greater flexibility to bidders as they would not have to drive here to drop off a bid or mail it and hope that we get it in time.

After reading the Purchasing Policy, it does specifically state paper bids so I do not believe action is needed on this item. It is just informational to make you aware that we will be accepting bids electronically only through Vendor Registry or through a consultant that is handling the bidding process. We will not be accepting sealed bids by e-mail.

Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: October 16, 2019
Re: Proposed Revision to Employee Manual Allowing for 1 week (40 Hours) of Vacation Time to be Converted as Salaried Payroll for Exempt Employee's that have Reached the Maximum Allowable Vacation Benefit Allotment

In an effort to address the sometimes difficult utilization of earned vacation time for those exempt employees that have reached the maximum allowable weeks allotted for this benefit it is my recommendation that the Director of Administrative Services be allowed to convert up to one week (40 hours) annually as salaried payroll at the time of the employee's anniversary date.

The revised Employee Manual language necessary to accomplish this recommendation is included as an attachment to your agenda packet. The financial impact of this recommendation will be attributed to the Department budget from which the exempt employee serves in their capacity.

I am requesting that the proposed revisions to the Employee Manual become effective immediately upon Committee action contingent on Council approval.

Please feel free to contact me with any of your questions.

VACATION

Vacation time is earned on an employee's anniversary date and must be used before the next anniversary date. Vacation is a time for employees to rest, relax, and pursue special interests. Only regular full-time employees are eligible for paid vacation. Employees are not eligible for paid vacation during their introductory period.

Vacation time must be requested by the employee with notice to the department head, and the department head will schedule vacation time when such time can be offered in the interests of the City. The number of employees on vacation at any one time shall be at the department head's discretion. Vacation may be taken at a minimum of a one-half (½) hour increment or more; however, the City encourages vacation use in full week increments. If a City paid holiday falls during an employee's scheduled vacation period, then eligible employees will receive holiday pay.

Vacation time may not be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made in unusual circumstances, each will be considered separately by the Finance, Personnel & Legislative Committee.

The purpose of a vacation is to provide employees with a time to rest and relax; therefore, no additional wages or salary will be paid in lieu of vacation not used for represented, non-exempt or for exempt employees that have not reached the maximum vacation allotment schedule. Unused vacation will not be paid out for these groups of employees unless otherwise authorized by FP&L Committee/Council action upon the request of the Director of Administrative Services.

An employee terminating his or her employment with the City may receive all unused earned vacation pay for the previous year and all earned vacation for the current year, except in the case of an employee who quits or retires and fails to give the minimum required notice as indicated previously. Upon resignation, retirement, termination or any circumstance earning an employee vacation for a portion of a year, the following formula will be used for computing vacation and prorating the portion earned:

Example: Employee leaves employment on Sept 3 with an anniversary date of July 5
 July 5 through September 3 = 61 days
 $61 \text{ days} / 365 \text{ days} = 0.1671 \text{ of year worked}$
 $0.1671 \times 80 \text{ hours (10 days of vacation earned that year)} = 13.368 \text{ or } 13.5 \text{ hours of vacation earned}$

Vacation Schedule for Non-Exempt Employees

<u>Year of Employment</u>	<u>Weeks Earned</u>	<u>1820 hours/year</u>	<u>2080 hours/year</u>
1 year	1 week	35 hours	40 hours
2 years	2 weeks	70 hours	80 hours
7 years	3 weeks	105 hours	120 hours
14 years	4 weeks	140 hours	160 hours
20 years	5 weeks	175 hours	200 hours

The only regular part-time employees who may be eligible to receive vacation accrual are regular part-time general laborers within the Department of Public Works who may receive vacation accrual in the above-referenced weekly amounts on a pro-rated basis.

Vacation Schedule for Exempt Employees

After 1 year but less than 5 years	= 2 weeks
At least 5 years but less than 10 years	= 3 weeks
At least 10 years but less than 20 years	= 4 weeks
At least 20 years but less than 22 years	= 5 weeks
At least 22 years	= 6 weeks

For exempt employees having reached the maximum allowable vacation schedule of 6 weeks (240 hours) the City recognizes that it may be difficult to utilize the entire amount of allotted time away from work due to the challenges of their work assignments. Upon authorization of the Director of Administrative Services, those exempt employees (earning the maximum allotted vacation time of 6 weeks) who are unable to utilize their remaining balance by their anniversary date of hire may be granted the maximum of 1 week (40 hours) of their vacation balance converted to an hourly rate based upon their current annual salary divided by 2080 hours. Any request, beyond the authority provided to the Director of Administrative Services within this section, requires the approval of both the FP&L Committee and Council.

Exempt employees seeking the conversion of any of their unused vacation time into equivalent hourly salary compensation under this language will not be eligible to extend any remaining unutilized balance of vacation benefits in conjunction with the request.