



LABOR AGREEMENT
BETWEEN
CITY OF WISCONSIN RAPIDS
AND
WISCONSIN RAPIDS
FIREFIGHTERS
LOCAL 425 – IAFF

1/1/22 – 12/31/24

INDEX

Article	Page
Ambulance Duty Pay	30
Amendment Provision	23
Appendix A – Salary Schedule	27
Drug and Alcohol Testing Policy	23
Duration of Agreement	25
Fair Share Agreement	3
Fire Department – Rules and Regulations	32
Grievance Procedure	21
Hazardous Material Pay	30
Holidays	12
Hours (Workdays)	5
Insurance	17
Leaves	13
Loss or Damage	20
New Employee Work Schedule	24
No Other Agreement	23
Non-Discrimination	23
Overtime	7
Pay Period	8
Physical Assessment and Fitness	24
Promotions – Suspensions	20
Purpose of Agreement	2
Recognition	2
Reservation of Rights	2
Residency	24
Safety	24
Salaries	27
Savings Clause	23
Temporary Supervision	22
Uniforms	12
Union Activity	18
Vacations	8
Worker’s Compensation	16

ARTICLE 1
PURPOSE OF AGREEMENT

This AGREEMENT, made and entered into at Wisconsin Rapids, Wisconsin, effective January 1, 2022, according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Wisconsin Rapids, as municipal employer, hereinafter referred to as the "City", and Local 425 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union". This Agreement is designed to promote and maintain the harmonious relationship between the City and the Union, in order that more efficient and progressive public service may be rendered.

Now, therefore, the City and the Union have reached this Agreement.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the regular full-time employees of the Fire Department of the City, excluding the Fire Chief and the Battalion Chiefs, who shall be considered supervisory personnel, on matters of wages, hours, and conditions of employment.

The Union reserves the privilege to make constructive recommendations to the City or its Agent, concerning consolidation, reorganization or operations within the Fire Department.

ARTICLE 3
RESERVATION OF RIGHTS

The Union recognizes the right of the City and the Chief of the Fire Department to operate and manage its affairs. The Union recognizes the exclusive right of the Chief of the Fire Department and the City to establish reasonable departmental rules and procedures.

The City and the Chief of the Fire Department have the exclusive right and authority to schedule overtime work, as required, in the manner most advantageous to the City, commensurate with the applicable ordinances or resolutions providing for overtime compensation, as outlined in this Agreement to Firefighters (covered by this Agreement).

It is understood by the parties that every duty connected within the Fire Department operations, enumerated in job descriptions, is not always specifically described; and it is intended that all such duties shall be performed by the employees.

The Chief of the Fire Department and the Police and Fire Commission reserve the right to discipline or discharge for cause. The City reserves

the right to lay off personnel of the Department. The City and the Chief of the Fire Department shall determine work schedules consistent with this Agreement and establish methods and processes by which such work is performed. The City and the Chief of the Fire Department shall have the right to transfer employees within the Fire Department in a manner most advantageous to the City under the conditions outlined in Article 5.

The City, the Chief of the Fire Department, and the Police and Fire Commission shall retain all rights and authority to which, by law, they are entitled.

The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government; and such transfer shall not require any prior negotiations or the consent of any association, group organization, or labor organization whatsoever; furthermore, upon transfer, all Agreements are terminated, including this Agreement, as pertaining to personnel of the Department affected by the transfer.

The City shall have the authority to consolidate the operations of two or more departments within the Fire Department and to reorganize the operations with the Fire Department.

The Union recognizes that the City has statutory and charter rights and obligations in contracting matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.

The Union pledges cooperation in the increasing of departmental efficiency and effectiveness. Any and all rights concerning management and direction of the Fire Department and the Firefighters shall be exclusively the right of the City and the Chief of the Fire Department, unless otherwise provided by the terms of this Agreement as permitted by law.

The powers, rights, and/or authority claimed by the City are not to be exercised in a manner that will undermine the Union, or as an attempt to evade the provisions of this Agreement, or to violate the spirit, intent, or purpose of this Agreement.

ARTICLE 4 DUES DEDUCTION AND FAIR SHARE AGREEMENT

The Employer agrees to deduct monthly dues in the amount certified by the IAFF from the pay of employees who individually sign a dues deduction authorization form provided by the Employer where the Employee is knowingly and affirmatively consenting to the deduction of

dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the IAFF dues.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and IAFF no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the IAFF or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, IAFF or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the IAFF or local Association Constitution and By-Laws. The Employer agrees to notify the IAFF office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that IAFF will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to IAFF and/or the Local Association. IAFF shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorneys fees, which may arise out of action taken or not.

ARTICLE 5 HOURS (WORKDAYS)

All Firefighters working on a platoon system of twenty-four (24)-hour shifts will work one hundred sixty-eight (168) hours in a twenty-one (21)-day work cycle.

The cycle of work shall be twenty-four (24) hours on duty, with forty-eight (48) hours off duty. The shift shall change at 7:00 a.m. each day.

A recruit Firefighter will work a forty (40)-hour work week during the first two weeks of employment.

The first sixty (60) minutes of the shift shall be for the purpose of briefing, stowing of gear, and personal preparation for the tour of duty. Nothing within this time, however, shall disrupt regular response to emergency or non-emergency calls.

Employees shall be granted one-hundred twenty (120) minutes for lunch. This time shall include cleanup and shall commence as near 1100 as possible. If the lunch period is interrupted by Department response(s), employees responding will be guaranteed sixty minutes for lunch. When training is scheduled for the afternoon and employees have not received the guaranteed sixty-minute lunch, they shall be allowed "time back" to be deferred to a later time. If out of town during the lunch period and a meal is provided, a minimum of 30 minutes will be credited. In all cases employees will be allowed sufficient time to prepare and eat a meal. For the purpose of this paragraph, training shall include scheduled instruction, hose and pump testing, and prescheduled tour/inspection of a facility. Normal fire inspections or routine station/grounds maintenance shall not be considered as training.

The duty day for the purpose of training procedures and other regular, routine duties shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday, and Saturday from 8:00 a.m. to noon. Maintenance and servicing of vehicles, equipment and other Fire Department property outside of the duty day shall be limited to items necessary for efficient response to alarms, housework, and vehicle checks. Apparatus room floors shall be made reasonably safe and dry in all areas utilized by personnel in response to alarms. Sundays and Holidays (as defined in Article 11) shall be limited to those duties necessary for efficient response to alarms, housework, and vehicle checks.

OFF-DUTY TRAINING. Each crew/platoon shall annually conduct one four (4)-hour evening training drill after daylight hours and one full-day training drill (eight (8) hours). These trainings will be on an off-duty day, and will be scheduled by the Fire Chief. The evening drill will be between the hours of 1800 and 2300. These trainings will not be scheduled on a Sunday or holiday. Employees who have a posted vacation day, holiday, or personal day on the day of the drill, or the workday prior to or following the drill, shall be excused from the drill.

ON-DUTY TRAINING. The Fire Chief may hold other trainings and drills on-duty without notice. These training and drills will take place during the routine duty day as outlined above.

The City agrees to allow changes in workdays or hours between members of the Department, provided the employees are of the same rank and/or are equally qualified. Permission must be obtained from, and approved by, the officers in charge affected by such change. Written notification must be given to the Fire Chief. The City shall not be liable for compensation due to exchange of hours or failure of an employee to report for work for reasons other than illness.

Employee crew/platoon assignments may be changed, subject to the following terms and conditions:

- A. If six (6) calendar days/ notice or more notice is given, the employee shall be required to make the change; and the employee will receive compensation of \$200.00 over and above the regular daily wage.
- B. If less than six (6) days' notice is given, the employee may refuse the transfer. If the transfer is accepted, the employee will receive \$200.00 over and above the regular daily wage.
- C. Crew changes necessitated because of promotion, leave of absence in excess of thirty (30) workdays, or termination shall not qualify for the notice period, premium pay or employee approval.

Employees of the Wisconsin Rapids Fire Department may remain on duty after 7:00 a.m. roll call for another employee who has not reported for duty, provided the employee is of the same rank and/or equally qualified, and provided the employee who has not reported has properly notified the supervisor, and provided that no overtime will be incurred. The Union agrees to ensure that this practice is not abused.

Personal Day: Each calendar year, each bargaining unit member will be tasked with up to 18 hours of duties, to be performed after 5:00 p.m. on Monday through Friday, or after Noon on Saturday, or on Sunday or a holiday. Duties shall not begin before 0715 hours and should not extend beyond 2200 hours. Duties may include public education, special events, inspections of licensed establishments, EMS standby, and 4th of July staffing. In consideration of these duties, each bargaining unit member shall receive one (1) personal day at the beginning of the calendar year.

When special training or instruction is scheduled during the day, the 120-minute lunch period shall be waived, and members shall receive not less than sixty (60) minutes for lunch

ARTICLE 6
SALARIES

See Appendix A - Attached. Salaries reflect premium for inspection duties agreed upon in May 1994.

ARTICLE 7
OVERTIME

Overtime is defined as time worked before or after a regularly scheduled work shift. Overtime will be paid for all hours worked over one hundred fifty-nine (159) hours in a twenty-one (21)-day work cycle, except for hours/activities that fall into SOG 205 dated 6/8/09. All Firefighters who are required to attend school on off-duty time will be compensated at the overtime rate for actual hours spent in session, plus travel time. Other time spent away from home is not compensable.

Any employee called in to work at any time other than his/her established work schedule shall be notified not less than twenty-four (24) hours in advance; otherwise, call time shall prevail.

Standard Operating Guideline 903 is incorporated herein by reference regarding eligibility for and the procedure for call-ins and overtime.

Compensation for call-in time will be as follows: Three (3) hours at the Firefighter's regular hourly rate, plus time and one-half for all time worked. Persons called in will not receive call-in pay if required to return within one (1) hour of the first call-in.

If a Firefighter is held over following his/her regularly scheduled shift, he/she shall be compensated at time and one-half, at his/her regular hourly rate of pay, for all time worked, unless it is a voluntary stay-over.

When a Firefighter is required to appear in court on his/her regular off-duty time, he/she shall be compensated at his/her overtime rate of pay for all court time, and shall be compensated with a minimum of four (4) hours at the Firefighter's regular rate of pay.

Court time shall be defined as follows: Any pretrial, preliminary trial, mental hearing, or showing of video tape, or any preparation for a judicial function, as approved by the Fire Chief or his/her representative.

If a trial is cancelled any time during the day of the scheduled trial, the Firefighter shall be entitled to court time.

- A. If a trial is cancelled any time during the day of the scheduled trial, and the Firefighter is on duty, the Firefighter shall not be entitled to court time.
- B. If court continues beyond the end of the scheduled shift, the employee will be paid the overtime rate and shall not be entitled to the court time.
- C. Firefighters who have court cancellations and have not been notified, after working their last normally scheduled shift, shall be paid for the court time minimum.

Court time will not be allowed for telephone calls placed or received relating to a trial situation or signing of complaints.

ARTICLE 8 PAY PERIOD

All salaried payroll checks shall be deposited biweekly on alternate Thursdays. Holidays or unanticipated payroll processing problems may cause delays in the City's ability to deposit payroll checks. It will be the responsibility of the City to notify employees of such delays. Access to deposited money will normally be available the following business day.

Holiday pay and other monies, in addition to regular earnings, shall be noted on the employee's paycheck.

ARTICLE 9 VACATIONS

The Fire Chief shall administer the vacation and holiday schedule according to the terms of this Agreement. He/she shall reserve the right to determine the number of personnel to be on vacation at any one time, in order to ensure maximum protection and safety of the City.

The vacation policy for the Fire Department shall be as follows:

One (1) year's service	1 week vacation
Two (2) years' service	2 weeks vacation
Seven (7) years' service	3 weeks vacation
Fourteen (14) years' service	4 weeks vacation
Twenty (20) years' service	5 weeks vacation
Twenty-four (24) years' service	6 weeks vacation

ONE-YEAR FIREFIGHTER: Eligible for vacation earned according to prorating policy. (See below.) All vacation earned must be taken consecutively. If this ends in an increment, Firefighter shall post ATO or personal time to augment said increment for a full day.

TWO-YEAR FIREFIGHTER: Eligible for two (2) weeks (6 days) vacation. The second week may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days go into the one-day-at-a-time rotation.

SEVEN-YEAR FIREFIGHTER: Eligible for three (3) weeks (9 days) vacation. One (1) week (3 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 3 rounds go into the one-day-at-a-time rotation. Two weeks must be posted as full weeks (3 consecutive days). These full weeks must be posted within the first three rounds of picking. Each week shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

FOURTEEN-YEAR FIREFIGHTER: Eligible for four (4) weeks (12 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 4 rounds go into the one-day-at-a-time rotation. Two weeks must be posted as full weeks (3 consecutive days). These full weeks must be posted within the first four rounds of picking. Each week shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

TWENTY-YEAR FIREFIGHTER: Eligible for five (5) weeks (15 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 5 rounds go into the one-day-at-a-time rotation. Three (3) weeks must be posted as full weeks (3 consecutive days). These full weeks must be posted within the first five rounds of picking. Each week shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

TWENTY-FOUR YEAR FIREFIGHTER: Eligible for six (6) weeks (18 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 6 rounds go into the one-day-at-a-time rotation. Four (4) weeks must be posted as full weeks (3 consecutive days). These full weeks must be posted within the first six rounds of picking. Each week shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

VACATION CHOICE: An employee shall be given one (1) choice per one (1) week of vacation. All, or any portion of, an employee's vacation may be taken consecutively. The posting of one day, or any number of consecutive days, between April 1 and December 31 shall be considered one choice. If an employee has vacation day(s) left to post after all employees have had opportunity to post the number of choices equal to their number of weeks of vacation, said employee shall be allowed to post on a seniority basis "one day at a time".

All Union employees must post at least one full week for their first choice.

Example: Employee has five (5) weeks of vacation and takes seven days on first choice, 1 choice has been used. The employee has 4 choices remaining. If the employee has any vacation day(s) left after 5 rounds, those remaining days shall be posted in the "one-day-at-a-time" round(s). One-day picks follow the seniority picking rotation.

Example #2: Employee has three (3) weeks' vacation and takes four days on first choice. One choice has been used. The employee has two choices remaining. If the employee has any vacation day(s) left after three rounds, those remaining days shall be posted in the "one-day-at-a-time" round(s).

INCREMENT POSTINGS: Employees may not have more than three (3) increments of days posted at any one time. An additional increment day or fourth day could be posted but not more than 24 hours in advance. If three (3) increment days are already posted, another day cannot be posted until one of the days posted is used. Then one more day could be posted bringing the total back to three (3). Posting of vacation time increments, personal time increments, and ATO shall follow the above procedures.

The Fire Chief shall determine and announce crew changes by December 1 of the preceding year.

VACATION ELIGIBILITY

Vacation eligibility shall be vested on January 1 of each year, based upon work performed in the previous calendar year. All Union employees' vacation shall be taken in the calendar year of vesting and may not be carried over to the next calendar year. New employees will receive a prorated vacation on January 1, based upon full months worked in the previous calendar year and the below schedule. Employees who terminate their employment during the year will receive pay for any unused vacation, plus a prorated amount based on the below schedule. Employees with an anniversary date that results in an additional week's vacation shall be eligible for the additional week as of January 1 of the year of their anniversary.

SCHEDULE FOR PRORATED VACATION

<u>MONTHS WORKED</u>	<u>NEW EMPLOYEES</u>	<u>TERMINATING EMPLOYEES</u>
1	-0-	8%
2	-0-	17%
3	25%	25%
4	33%	33%
5	42%	42%
6	50%	50%
7	58%	58%
8	66%	66%
9	75%	75%
10	83%	83%
11	92%	92%
12	100%	100%

One (1) vacation week shall consist of a seven (7)-calendar-day period of not less than three (3) working days. All union employees must take their first week of vacation as a whole week (3 consecutive workdays). Those employees with two or more weeks may take one week of vacation one day at a time. Those employees with four (4) or more weeks of vacation may take one (1) additional week, one day at a time (total of two (2) weeks, one day at a time). One vacation day may be taken in fractions of a day, provided it does not require hire back or other overtime and that any fractions of a day left on December 31 will be lost.

Once the individual Firefighter's vacation choices are posted on his/her respective shift, and such Firefighter must transfer to another shift for just cause (e.g., retirement, illness, seniority, promotion, etc.), the individual Firefighter shall receive his/her posted vacation choices on his/her new shift.

Any vacation posted prior to the desired date of vacation may not be cancelled by either party.

Vacation choices will be posted on an individual basis on the vacation sheet schedule.

Two (2) members of each platoon normally shall be allowed on vacation or holiday at the same time, with the permission of the Fire Chief.

There will be one (1) officer and one (1) driver on duty at all times.

Choice of holidays will follow same procedure as vacation choice.

Each member will have three (3) days to post his/her choice or will be considered to have passed.

If an employee applies for vacation and the request is denied by the City, and there are no open days in the balance of the year, the employee may carry the vacation over to the next calendar year. Vacation carried over may not be scheduled in rotation. Days of vacation carried over from the previous years may be posted after the current year's vacation and first two (2) holidays of the current year are posted. Example: Third holiday choice could be a vacation day in lieu of the Holiday.

ARTICLE 10 UNIFORMS

The City agrees to provide a boot and shoe allowance in the amount of \$175.00 per Firefighter in 2022, \$200 per Firefighter in 2023, and \$225 per Firefighter in 2024, paid out in a lump sum in February of each year. The City shall provide Firefighters with long- and short-sleeve uniform shirts and uniform pants, and Firefighters shall wear said uniform while on duty. The City shall pay for the cost of dry cleaning City-issued uniform shirts and pants.

The City agrees to furnish personal protective equipment, which includes: bunkers with suspenders; turn-out coat with liner, gloves, boots, helmet with face shield, chin strap and ear flaps; NFPA-approved hoods; flashlights; SCBA mask; EMS spring/fall coat; and EMS winter parka. The City will also supply a name tag, I.D. card, badge, and arm patches. All employees are responsible for all items issued. These items will be replaced when worn from normal use and the old item is returned.

The shoe/boot allowance for new employees and for employees terminating employment with the City shall be prorated.

ARTICLE 11 HOLIDAYS

All employees shall be granted ten (10) holidays. The actual date the holiday falls on will be recognized as the paid holiday. The legal holidays are as follows:

New Year's Day	December 24
Easter	Christmas Day (December 25)
Memorial Day	And one (1) floating holiday, to be taken at
Independence Day (July 4)	the individual employee's choice of date,
Labor Day	with prior approval from the Fire Chief
Thanksgiving Day	or his/her designated representative.

One (1) additional floating holiday shall be granted to all employees. Each floating holiday is to be taken as time off only at the individual employee's choice, with approval of the City.

These holidays shall be compensated at the rate of one (1) regular day's pay. (A regular day's pay shall be calculated as follows: Annual salary divided by 365 = daily rate. Example: \$9,349.20 divided by 365 = \$25.61)

The eight (8) holidays granted can either be taken as time off or as paid holidays, whichever the employee chooses. If the holidays are not used by December 31, pay will be granted at two (2) times the daily rate for all unused holidays on the first payday of December.

Any holiday posted prior to the desired date of the holiday may not be cancelled by either party.

ARTICLE 12 LEAVES

SICK LEAVE

- A. Sick leave shall be administered by the Fire Chief.
- B. All Firefighters/EMT's shall be granted a total of six (6) paid sick days per calendar year for minor health problems, such as cold and flu. This time may also be used to care for a sick child, for family leave, and for medical and dental appointments, which may be taken in increments of no less than four (4) hours. There will be no accumulation or carryover of this leave. The City will pay \$125 for each day of sick leave not used. This payment will be made in January of the year following the year that the sick leave was not used. For example, payment will be made in January 2016, for sick leave not used in 2015.

An employee needs to be an active employee through the end of that year (December 31) in order to receive the payment in January.

The Human Resources Director will grant employees up to three (3) months of paid leave per illness, if an employee has the appropriate doctor's certification of a serious health condition and has completed an application for a paid leave of absence. The Human Resources Committee will grant an extension of up to three (3) months of paid leave, per illness, for serious health conditions, with a doctor's certification indicating that extended leave is necessary. If additional time is needed after all paid leave is exhausted, employees may be placed on an unpaid leave of absence until such time as the employee is able to return to work; or it is determined by a doctor (M.D.) that the employee will not be able to return to work; or the employee voluntarily terminates the leave of absence. An employee will not receive paid leave or sick leave from the City while working outside of City employment (working another job).

Additionally, an employee will be granted up to one (1) week of paid leave for a family member who has a serious health condition, as defined by the Family Medical Leave Act (FMLA), or up to one (1) week of paid leave for the birth of an employee's child, and who completes all required FMLA and related paperwork, as requested by the Human Resources Director or designee. (The procedures dated 5-22-02 in the non-union policy will be followed.)

An employee who is on extended sick leave may periodically be required to provide the City with medical information regarding the inability to work, expected recovery, and probability of return to normal duty. "Extended sick leave" means any sick leave in excess of 30 workdays. If an employee is on sick leave in excess of 30 calendar days, he/she shall furnish the Chief a progress report on his/her illness/injury once every month.

New hires shall be entitled to sick leave after six (6) months of employment. Sick leave earned from the date of hire will be credited on the employee's 6-month anniversary.

In the event the City has reason to believe that a Firefighter/EMT is abusing the sick leave privilege, or may not be physically or mentally fit to return to work, the City may require the Firefighter/EMT to furnish a medical certificate or other appropriate verification for absence at the City's expense.

- C. Sickness or illness must be reported within a reasonable length of time before the Firefighter/EMT is scheduled to report to duty. In the event a Firefighter/EMT does not report for duty due to him/her taking sick leave, the responsibility for getting a replacement for his/her shift shall not rest with said employee. The Officer in Charge shall be responsible for filling any vacancy created due to sick leave.

Pregnancy will be treated the same as an illness. If a Firefighter/EMT is not able to perform her regular duties, the Firefighter/EMT may be reassigned to duties which are within the limitations established by a medical certificate.

FUNERAL LEAVE shall be administered by the Fire Chief.

Funeral leave of up to one (1) workday or three (3) calendar days, without loss of pay, shall be granted in the event of death in the Firefighter's immediate family. Members of the immediate family shall include spouse, children, brother, sister, mother and father of the employee and his/her spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, grandparents and grandchildren.

In the case of the death of a Firefighter's spouse's grandparent, the employee will be granted leave under the same conditions as funeral leave for other members of the employee's immediate family, providing the granting of leave does not require call-in of another employee on an overtime basis. If granting of such leave requires call-in of another employee, the employee requesting the leave will be responsible for finding another employee to take a trade. Such employee accepting the trade will be entitled to a day off, at the employee's choice, on a day when a call-in would not be required.

Funeral leave shall also be granted in the event of death in the extended family of the Firefighter. Extended family includes the Firefighter's aunt, uncle, niece, nephew, and spouse of the Firefighter's brother-in-law and sister-in-law.

Such leave time shall not be paid if an employee is on vacation, sick leave or on normal off-days. The allotted amount of time is to be agreed upon between the employee and the Fire Chief.

An employee serving as a pallbearer may be granted up to four (4) hours' leave, without loss of pay, as approved by the Fire Chief.

LEAVE OF ABSENCE WITHOUT PAY

Non-medical requests for leaves of absence without pay for justifiable reasons shall be made by written application on a form provided by the Human Resources Department and be submitted at least two (2) weeks prior to the anticipated leave. All paid time must be used during a leave of absence prior to taking time unpaid.

- A. For a leave not to exceed three (3) consecutive workdays, his/her request shall be made to, and approved by, the Fire Chief.
- B. For a leave in excess of three (3) consecutive workdays, he/she shall make his/her request to the Human Resources Director after notifying the Fire Chief.

Failure to comply with the requirements of this Article shall result in disciplinary action.

The Fire Chief or officer in charge may grant emergency leaves of short duration for matters of urgent nature.

A maximum of two (2) members of the bargaining committee, who are on duty when a meeting between the City and the Union is called, shall be permitted to attend with no loss in pay.

Any employee entitled to vote in any public election shall be afforded time to do so, in accordance with the provisions of Section 6.047, Wisconsin Statutes.

JURY DUTY

Employees covered by this policy who serve on a jury before a court or administrative tribunal shall be paid the difference between jury duty fees and their regular earnings. Employees shall immediately return to their jobs when released from jury duties and complete the scheduled workday. Employees shall not be entitled to overtime under this provision.

EDUCATIONAL LEAVE OF ABSENCE

Educational leave of absence, not to exceed one (1) year, may be granted, with pay and benefits, at the discretion of the Human Resources Committee. The employee must agree, in writing, to remain employed for a period of time equivalent to three (3) times the length of the leave of absence. If that amount of service is not rendered, the employee shall be required to make a repayment of the expenditure within sixty (60) days of termination.

MILITARY LEAVE OF ABSENCE

All employees covered by this Agreement are entitled to all rights under the Uniformed Services Employment and Reemployment Act of 1994 (38 U.S.C. Section 4301 et. seq.). All leaves granted by the City under the Uniformed Services Employment and Reemployment Rights Act shall be without pay.

PAID PERSONAL LEAVE

All employees covered by this Agreement will be granted one day, (24 hours) of paid personal leave each calendar year. This leave may be taken as a full day or in increments of a day.

When taken, either in increments or a full day, it shall be treated the same as vacations in that it may not be cancelled by either party. Personal time not used may not be carried forward to a new calendar year. Personal days shall be posted after the posting of vacations and holidays is completed.

ARTICLE 13 WORKER'S COMPENSATION

It is expected that members of the Fire Department shall exercise sound safety practices in the performance of their duties. However, the nature of emergency duties, when protecting the interests of the general public, may place them in unforeseen and/or unpredictable

hazardous situations. Therefore, the members of the Fire Department who contract a disease or are injured while on duty are covered.

The City also agrees that, if a Firefighter is hurt on the job or contracts a disease, the City shall pay the difference between Worker's Compensation and the Firefighter's pay for the pay period just prior to the illness or injury.

The Firefighter will receive his/her regular pay until such time that he/she would receive his/her pension or is able to return to his/her regular duties.

In cases involving third part liability, Section 102.29 of the Wisconsin Statutes shall apply.

ARTICLE 14 INSURANCE

HEALTH, LIFE, DENTAL PLAN

The City agrees to pay ninety percent (90%) of the health insurance premium contribution for the City's High Deductible Health Plan for a single, employee plus one (1) dependent, or family plan policy. The City will pay fifty percent (50%) of the cost of dental contribution for regular full-time employees. Employees are eligible to enroll in a flexible-spending plan for eligible childcare expenses.

The employee's share of the contribution will be deducted from the first paycheck of each month. The City agrees to allow those employees who were hired prior to January 1, 2015, who retire from the Fire Department, to participate in the City's Group Health Insurance Plan, and the Employee's Dental Insurance Plan, from age of retirement until such time as Medicare coverage is available to the Firefighter retiree. The Health and Dental Plan will be available as separate plans.

For those employees who were hired prior to January 1, 2015, the City will contribute fifty percent (50%) of the cost of the health and dental premiums for Firefighters who retire after January 1, 1989, with 25 years of service. Such contribution will be made until Medicare coverage is available. For the term of this agreement, the City will contribute to the cost of health and dental premiums on a prorated basis for employees who have completed a minimum of 20 years of service to 25 years of service and who were hired prior to January 1, 2015. The City will not contribute towards the cost of a Medicare plan. If the retiree becomes eligible for Medicare before the spouse, the spouse is able to remain on the group health insurance plan until the spouse is eligible for Medicare.

The prorated benefit shall be:

- 20 years - 40%
- 21 years - 42%
- 22 years - 44%
- 23 years - 46%
- 24 years - 48%
- 25 years - 50%

Retirees participating in the Health, Life, and Dental Plan will pay the cost of the premiums to the City Treasurer's Office on or before the tenth of the month preceding the month for which the insurance premium is due.

LIFE INSURANCE

- A. The State Life Insurance Plan is based on salary earned and age of the employee. Premium paid by the individual will be established by the Wisconsin Department of Employee Trust Fund.
- B. The City agrees to pay the percentage, as determined by the Wisconsin Department of Employee Trust Fund, of the total employee contribution as its share of the cost, which is in addition to the employee's contribution. The City will mail the Union a copy of the State Life Insurance premium rates and post the same on each of the Fire Department bulletin boards. An employee not wishing to participate in the Life Insurance program must sign a Waiver of Insurance Form, available in the City Human Resources Office.

WISCONSIN RETIREMENT

The City agrees to pay the employer's share, to the State Retirement Fund. Effective January 1, 2013, all employees will contribute the full general employee share (as determined by the WRS) to the State Retirement System.

ARTICLE 15 UNION ACTIVITY

The City agrees to provide bulletin boards for the Union's use, and erect them in locations to be agreed upon, for posting notices regarding Union affairs, restricted to notices of Union meetings; notice of Union election; notices of Union recreation and social activities; and notices concerning bona fide Union activities, such as cooperatives, credit union and unemployment compensation information; and other notices concerning Union affairs which are not political or controversial in nature.

The City will retain ownership of the bulletin boards; and, in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

The delegate to the Central Labor Council will be allowed to attend meetings while on duty. The Department may require the delegate to take a two-way radio and expect the delegate to respond to emergency situations as the occasion might arise.

The Union shall be permitted to hold monthly meetings at Fire Station #1, provided that such meetings shall not interfere with regular departmental operations and are held during the evening hours.

Up to a maximum of two (2) members of the bargaining committee shall be allowed time off work with pay to:

- A. Attend the annual P.F.F.W. Convention.
- B. Attend the annual school for workers.
- C. Attend regular and special meetings of Local 425.
- D. Process grievances.
- E. Attend meetings with management for the purpose of processing grievances.
- F. Attend meetings with management for bargaining and other purposes as may be required.
- G. PFFW EMS/Health and Safety Conference. A maximum of three (3) members may attend the safety conference.

Time off for processing grievances shall be requested through the Battalion Chief and shall be limited to that time which is reasonable. Time off for items A. and B. above shall not exceed a total of four (4) days for both events for each person.

If granting time off under this provision requires the call-in of another employee on an overtime basis, the employee or employees requiring the time off shall be responsible for finding another employee(s) to work. Items A, B, and G above fall under the School Policy, SOG 602.

ARTICLE 16
PROMOTIONS - SUSPENSIONS

Suspension, Dismissal, Disciplinary Action:

Suspension, dismissal, and reduction in rank of employees from the Fire Department shall be governed by Section 62.13 Statutes; and appeal is to be made to the Wisconsin Rapids Police and Fire Commission.

All newly hired permanent employees shall be considered probationary for a period of one (1) year from their date of employment with the Wisconsin Rapids Fire Department. Any suspension, dismissal, or disciplinary action of non-probationary employees shall be governed by Section 62.13 Statutes.

In the event that the employer determines that it is necessary to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employees shall be hired until all laid-off employees have been given the opportunity to return to work.

Employees promoted to management positions will retain and accumulate seniority for a period of one year from date of confirmation of the promotion by the Police and Fire Commission. Employees returning to the bargaining unit during this 12-month period will be placed in their former rank. All promotions made to fill a vacancy created by an employee moving into a management position will be based upon the former employee retaining the management position. An employee who returns to a Union-represented position after 12 months will have no seniority and no rights to any specific position.

All employees promoted to the position of Lieutenant and Motor Pump Operator shall serve a twelve (12)-month probationary period in the new position. If, during this probationary period, the employee elects to give up the promotion, or if the employee is considered unable or unqualified, the employee will revert to his/her former position. All others who moved up as a result of the original promotion will also revert back to their former position(s).

ARTICLE 17
LOSS OR DAMAGE

Employees shall not be charged for any loss of, or damage to, City-owned property or materials, unless clear proof of negligence or maliciousness is shown.

ARTICLE 18
GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

The procedure under this Article provides an orderly method to present and settle grievances which may arise between the Union and the City as to the meaning, application of, or compliance with, the provisions of this Agreement. It is a further purpose of this grievance procedure to assure observance of the terms and work relationship set forth in this Agreement. The grievance procedure is available to the Union and is limited to matters covered by this Agreement.

The purpose of the grievance procedure shall be to settle all grievances between the Fire Department and the Union, the City and the Union, or any member thereof.

The steps of the procedure shall be as follows:

STEP 1. The aggrieved member, with Union representation, shall, within fourteen (14) calendar days of his/her knowledge of the act complained of (exclusive of Saturdays, Sundays and holidays), meet with the officer on duty at the time of the alleged grievance; and the officer shall act on the grievance within three (3) calendar days.

STEP 2. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Fire Chief within three (3) days (Saturdays, Sundays and holidays excluded); and the Chief shall, within five (5) days thereafter (Saturdays, Sundays and holidays excluded), hold an informal meeting with the aggrieved employee, the officer in charge, and Union representatives. If the grievance is not resolved to the satisfaction of all parties within three (3) days (Saturdays, Sundays and holidays excluded) after the informal meeting between the aggrieved member, the officer in charge, and Union representatives, either party may proceed to the next step.

STEP 3. If the grievance is not settled at the second step of the grievance procedure, the Union, within ten (10) days (excluding Saturdays, Sundays and holidays), shall submit the determination made in writing to the Human Resources Department. The Human Resources Director shall set up a meeting with the Human Resources Director, the Human Resources Committee, and the Firefighter's Union within twenty (20) working days of the date the grievance is brought to the attention of the Human Resources Department. Within ten (10) days (Saturdays, Sundays and holidays excluded) after this meeting, a determination shall be made and reduced to writing, with copies submitted to all parties involved.

Both parties to this grievance procedure understand that either party that chooses not to adhere to time processing as specified shall abide

by the position of the other party, unless by mutual agreement a processing extension is agreed to.

STEP 4. If the grievance is not settled at the third step of the grievance procedure, the Union, within ten (10) days (Saturdays, Sundays and holidays excluded) of receipt of the written determination, shall submit the grievance to an arbitrator and file a copy of same with the Human Resources Department. The arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision shall be final and binding by all parties except for judicial review. The cost of the arbitration will be borne equally by the City and the Union. However, expenses relating to the calling of witnesses, or the obtaining of depositions, or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. All filing fees and costs related thereto shall be the responsibility of the party filing the request.

The City and the Union may waive any of the steps of the grievance procedure, pursuant to mutual agreement.

The Union may appoint representatives of the Union and shall inform the City of the names of individuals so appointed and of any change thereafter made in such appointments.

The City shall allow the representatives the necessary time to process grievances during the course of the duty day, as long as it does not interfere with their regular work responsibilities.

ARTICLE 19 TEMPORARY SUPERVISION

- A. Any member of the bargaining unit assigned to work in any supervisory position shall receive pay for Acting Rank while in the position (to be the difference in hourly rate).
- B. Temporary Supervision - Pay will be received for Acting Rank as follows:
 - 1. Lieutenant for Battalion Chief (as per previous grievance settlement)
 - 2. MPO for Lieutenant
 - 3. Firefighter for MPO
 - 4. Second Lieutenant for Lieutenant or Battalion Chief (as per previous grievance settlement) i.e., difference between

The regularly paid MPO's (drivers) on each crew will be allowed to step up to the position of Lieutenant. The Relief Officers may step up to Lieutenant or Battalion Chief. Any member with six (6) years of WFRD experience that is on the current Relief Officer/Lieutenant list, has completed a tactics course that has been approved by the Fire Chief,

and has been mentored as a Lieutenant may step up to the position of Lieutenant.

Any Firefighter that is currently listed on the list of qualified apparatus operation in the Chief's file, or who has completed Fire Apparatus Driver Operation (FADO) training, will be allowed to step up to a MPO (driver).

ARTICLE 20 RULES AND REGULATIONS

The attached Rules and Regulations shall be made part of the Agreement. The Drug and Alcohol Testing Policy, dated October 8, 1996 is hereby made part of this Agreement.

ARTICLE 21 AMENDMENT PROVISION

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

ARTICLE 22 SAVINGS CLAUSE

If any Article or Section of this Agreement, or any addendums thereto, should be held invalid by operation of law or any tribunal or competent jurisdiction; or if compliance with, or enforcement of, any Article or Section should be restrained by such tribunal, the remainder of the 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 23 NO OTHER AGREEMENT

The City agrees not to enter into any other Agreement, written or verbal, with Firefighters, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE 24 NON-DISCRIMINATION

It is understood that, where the masculine pronoun is used in this Agreement, it shall refer to both genders.

ARTICLE 25
RESIDENCY

All personnel employed by the City of Wisconsin Rapids shall be required, as a condition of their employment, to remain residents within 15 miles of the City's boundaries for as long as they remain employed by said City. In the event of any changes to the City ordinance regarding a residency requirement, the same changes shall be applicable to members of the bargaining unit upon passage of the amendment to City ordinance. **NOTE: City Ordinance currently provides for a 30 mile residency requirement for sworn fire department personnel - MC 3.08**

ARTICLE 26
SAFETY

The City agrees to inspect and test the structural integrity and safety of all aerial devices at least once every five (5) years for those aerial devices that are less than 20 years old; at least once every three (3) years for those aerial devices that are over twenty (20) years old; or in the event of obvious structural damage. Such inspection and testing shall be performed by a private agency which is certified to conduct such inspections and tests. The City further agrees to meet standards necessary for the inspection agency to issue a Certificate of Inspection.

Employees will not be required to perform live evolution training when the temperature is less than 25 degree windchill, or when the heat index is above 85 agrees.

ARTICLE 27
PHYSICAL ASSESSMENT AND FITNESS

It is mutually agreed that all Firefighters will participate in an annual occupational preparedness test.

The parties shall work towards agreement upon an appropriate and validated test.

ARTICLE 28
NEW EMPLOYEE WORK SCHEDULE

Local 425 and the City of Wisconsin Rapids do hereby agree to allow new employees to work a shift other than a normal twenty-four (24)-hour shift during their first two (2) weeks of employment. New employees will then work one (1) week on a twenty-four (24)-hour shift not counting toward staffing levels.

The following conditions are agreed upon and binding upon the two parties:

- A. New employees shall work a schedule of 7:00 a.m. to 5:00 p.m., with 120 minutes off for lunch, Monday thru Friday, for a period not to exceed 14 days.
- B. New employees will not be scheduled for overtime during this three (3)-week period.
- C. There will be no EMT ride-along students during the orientation period for a new employee.
- D. The new probationary employee will be assigned specific job-related goals to attain during those first two weeks of City employment, including the location and operation of specific tools/equipment on all Fire Department apparatus; review of the Department's fire tactical SOG and EMS FOG, including fire hydrant operations and SCBA procedures; daily work assignments; response to all alarms received during his/her tour of duty; general street locations; basic familiarization with Department Policies and Procedures; and other job specific related topics.
- E. The established base rate of pay, or other fringe benefits for entry-level Firefighters, will not be adjusted or prorated during this three (3)-week entry period of employment with the City.
- F. The sole purpose of this entry-level procedure is to provide an initial evaluation of new employees in regard to their ability to function in the role of a Firefighter/Emergency Medical Technician on the Wisconsin Rapids Fire Department.
- G. The new Firefighter shall be under the direct supervision of the OIC (Officer in Charge), and the OIC shall be responsible for the new Firefighter's actions.

ARTICLE 29 DURATION OF AGREEMENT

Term: This Agreement shall become effective, contingent upon ratification by the Union membership and approval by the Common Council of the City of Wisconsin Rapids, on the first day of January 2022, and shall be in full force and effect until December 31, 2024.

On or before July 1, 2024, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next ninety (90) days, the parties hereto shall meet and engage in negotiations.

FOR THE UNION:




President, Local 425



Secretary, Local 425


FOR THE CITY:



Shane E. Blaser, Mayor



Jennifer M. Gossick, City Clerk



Susan C. Schill, City Attorney

APPENDIX A

WISCONSIN RAPIDS FIREFIGHTERS SALARY SCHEDULE 2022-2024

PARAMEDIC BASE PAY 1-1-2022

	CONTRACT			
	<u>SALARY</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
Lieutenant	\$77,167.36	\$2,959.84	\$211.4174	\$26.4998
FIREFIGHTERS:				
Motor Pump Oper.	\$74,293.71	\$2,849.62	\$203.5444	\$25.5129
After 5 Years	\$72,216.80	\$2,769.96	\$197.8542	\$24.7997
After 4 Years	\$71,756.79	\$2,752.32	\$196.5939	\$24.6418
After 3 Years	\$71,296.83	\$2,734.67	\$195.3338	\$24.4838
After 2 Years	\$70,836.82	\$2,717.03	\$194.0735	\$24.3258
After 12 Months	\$65,267.97	\$2,503.43	\$178.8164	\$22.4135
After 6 months	\$59,949.39	\$2,299.43	\$164.2449	\$20.5870
Starting	\$57,287.71	\$2,197.34	\$156.9526	\$19.6730

Firefighter rate is 3% less than the above rates.

Relief Officer will receive step-up pay to Lieutenant while performing duties when both Lieutenants are gone or when a Lieutenant and a Battalion Chief are gone.

PARAMEDIC BASE PAY 1-1-2023

	CONTRACT			
	<u>SALARY</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
Lieutenant	\$79,289.46	\$3,041.24	\$217.2314	\$27.2285
FIREFIGHTERS:				
Motor Pump Oper.	\$76,336.79	\$2,927.99	\$209.1419	\$26.2146
After 5 Years	\$74,202.76	\$2,846.13	\$203.2952	\$25.4817
After 4 Years	\$73,730.10	\$2,828.00	\$202.0003	\$25.3194
After 3 Years	\$73,257.49	\$2,809.88	\$200.7055	\$25.1571
After 2 Years	\$72,784.83	\$2,791.75	\$199.4105	\$24.9948
After 12 Months	\$67,062.84	\$2,572.27	\$183.7338	\$23.0298
After 6 months	\$61,598.00	\$2,362.66	\$168.7616	\$21.1532
Starting	\$58,863.12	\$2,257.76	\$161.2688	\$20.2140

Firefighter rate is 3% less than the above rates.

Relief Officer will receive step-up pay to Lieutenant while performing duties when both Lieutenants are gone or when a Lieutenant and a Battalion Chief are gone.

PARAMEDIC BASE PAY 1-1-2024

	CONTRACT			
	<u>SALARY</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
Lieutenant	\$ 81,271.70	\$3,117.27	\$222.6622	\$27.9092
FIREFIGHTERS:				
Motor Pump Oper.	\$ 78,245.21	\$3,001.19	\$214.3704	\$26.8699
After 5 Years	\$ 76,057.83	\$2,917.29	\$208.3776	\$26.1188
After 4 Years	\$ 75,573.35	\$2,898.70	\$207.0503	\$25.9524
After 3 Years	\$ 75,088.93	\$2,880.12	\$205.7231	\$25.7860
After 2 Years	\$ 74,604.45	\$2,861.54	\$204.3958	\$25.6197
After 12 Months	\$ 68,739.41	\$2,636.58	\$188.3272	\$23.6056
After 6 months	\$ 63,137.95	\$2,421.73	\$172.9807	\$21.6820
Starting	\$ 60,334.70	\$2,314.21	\$165.3005	\$20.7193

Firefighter rate is 3% less than the above rates.

Relief Officer will receive step-up pay to Lieutenant while performing duties when both Lieutenants are gone or when a Lieutenant and a Battalion Chief are gone.

APPENDIX A, CONT'D

Ambulance Duty Pay: The below listed rate per day shall be paid to each member of the bargaining unit assigned to ambulance duty. The below listed rate per day shall be paid to each man on the second ambulance crew for each day they make an ambulance run.

PARAMEDIC - \$28
NON-PARAMEDIC - \$10

All Firefighters who become certified to provide critical care transports will receive a lump sum \$450 stipend in 2022, 2023, and 2024.

When interfacility transfers (IFT's) are performed off duty, the personnel shall be compensated \$1.60 per mile.

Hourly Rate: Base Salary/2,912 hours.

Educational Differential:

\$15.00 per month for an Associate Degree, with a concentration in Fire Administration, Fire Prevention Technology, Fire Science, or Business Administration.

\$20.00 per month for a Bachelor's Degree, with a major in Fire Administration, Fire Prevention Technology, Fire Science, or Business Administration.

Hazardous Material Pay:

Firefighters who respond to the scene of a declared hazardous material incident, and who are trained to the technician level, shall receive a premium of \$70.00 per incident, per day. A day shall start and end at 7:00 a.m. The Fire Chief shall determine an "incident".

A declared hazardous material incident will be defined as an incident which requires protection of a higher level than turn-out gear.

Hazmat pay earned by an employee will be paid in the same cycle as ambulance pay is paid to an employee.

Tuition Reimbursement:

Upon prior approval, the City will reimburse Firefighters for the cost of tuition upon successful completion of courses leading to an Associate or Bachelor's Degree in Fire Administration, Fire Prevention Technology, Fire Science, or Business Administration. Successful completion shall mean a grade of "C" or better. The maximum tuition reimbursement shall be \$5,000.00 annually for the department as a

whole. If sufficient Department funds are available, individuals may request additional reimbursement.

Employees who anticipate requesting tuition reimbursement are to notify the Fire Chief of their intent and the anticipated cost prior to budget preparation. The City will consider advancing tuition cost on the condition employees sign a payroll authorization, which shall be used in cases where the course is not successfully completed.

Lateral Hire Pay/Vacation Benefit:

At the sole discretion of the City, certain firefighters with prior full-time firefighting and EMT experience considered for hire may be entitled to increased wages and vacation benefits pursuant to this Article. At the City's sole discretion, the lateral entry firefighter may be eligible for a higher wage commensurate with the firefighter's prior full-time experience, not to exceed the current wage schedule, as well as vacation benefits (not to exceed two weeks at hire). No other contractual benefits or privileges are extended to recognize prior service without agreement between the City and Association. Lateral entry firefighters shall be subject to the probationary period as in the Labor Agreement.

**RULES AND REGULATIONS
FOR THE
WISCONSIN RAPIDS FIRE DEPARTMENT**

FORWARD

1. The rules and regulations that follow are not expected to, nor can they provide an answer for every problem or question which may arise, in the daily operation of this organization. A great deal depends upon the conscientious discharge of duty, loyalty, and integrity of members of the Department and upon intelligence and discretion.
2. General conduct of Firefighters outside of the jurisdiction of the Department should be according to the best instincts of law-abiding, self-respecting citizens, with full regard for the good name of the fire service and upholding the good name and reputation of the Department of which each member should regard him/herself as an integral part.
3. When necessary, special instructions and general orders will be issued for the proper operation of this Department.
4. Members of the Fire Department will familiarize themselves with these rules and regulations that they may efficiently discharge their duties as Firefighters.

DEFINITIONS

5. The word "Department" shall mean the full-time paid Fire Department of the City of Wisconsin Rapids. The word "Rules" shall mean the rules and regulations of the Fire Department of the City of Wisconsin Rapids.

The word "Officer" shall apply to any and every person who has regular and permanent control of Firefighters and the supervision of their work. The word "Headquarters" shall mean the office of the Fire Chief of the Fire Department. The term "Fire Force" shall mean all members employed as Firefighters under the direction of the Fire Chief of the Department. The term "Report" means a report made to headquarters in writing. The word "Notify" shall mean oral notification, usually by telephone, in person, or in writing.

6. The Chief of the Fire Department shall be duly authorized and appointed by the Board of Police and Fire Commissioners.

Other Officers, when so authorized and appointed by the Chief, shall have titles and rank in the order of the following listings:

**Battalion Chief/Shift Commander
Deputy Fire Chief – Fire Marshal
Lieutenant**

The term "Officer-in-Charge" shall include the Battalion Chief or Lieutenant in charge of station shifts or a Firefighter acting temporarily in the capacity of shift officer as duly authorized by the Fire Chief.

The term "Immediate Supervisor" shall mean the position of Battalion Chief or Lieutenant wherein it applies to the supervising of the Department's personnel. The term "through the chain of command" shall mean that a matter, where practical, is first brought to the attention of the immediate supervisor who shall, in turn, bring the matter to the attention of the next higher ranking Officer, and so on, until the matter is resolved at the lowest level possible.

7. "Motor-Pump Operator", as used herein, shall include all personnel assigned to drive and operate apparatus equipped with fire pumps and to care for the same, including the operators of the Aerial. "Seniority", as applied to a member, shall be determined by the original appointment to the full paid Fire Department. In the case of several members being appointed on the same day, priority shall be determined by the order of each on the eligibility list of candidates.

PROMOTIONS

8. Appointments to positions of higher grade shall be made by the Fire Chief by promoting members within the Department whenever it can be done to the advantage of the Department. Such appointments are subject to the approval of the Police and Fire Commission.
9. Each candidate for promotion shall be subject to the promotional process established by the City. The selected qualified candidate shall be subject to a one-year probationary period, subject to completion of the probationary period at the discretion of the Chief, and the candidate will not attain the promotion without completing the probationary period. For the Motor Pump Operator rank only, the Chief will promote the most-senior qualified candidate.

LIEUTENANTS

10. In the absence or disability of the Battalion Chief, all of his/her powers, duties, and responsibilities shall be assumed and discharged by the Lieutenant. The Lieutenant shall at all times cooperate with the Battalion Chief in maintaining discipline and efficiency.
11. Lieutenants are charged with the same duties as the Battalion Chiefs in regard to house duties, drill, and instruction.

FIRE DUTY AND OPERATING PROCEDURE

Pertinent tactical fireground standard operating guidelines should be addressed in the department's FireTAC SOG.

RULES AND REGULATIONS

1. There shall be a roll call of each shift at precisely 0700 hours each day. Proper entries must be made in the station log of the members answering roll call, absentee members, and the reason for their absence. All members of the Department shall report for roll call at their respective station attired in approved uniform, unless temporarily excused from doing so.
2. No shift or member of the shift shall go off duty until properly relieved. If a member fails to report for duty, the Officer-in-Charge may select a member of the off-going shift to remain until arrangements can be made to properly relieve him.
3. Every member of the Fire Department must provide their personal telephone number to the Department.
4. Uniforms of the Fire Department shall be as specified as issued by the Fire Chief and shall be worn as the Chief may direct. The specified uniform shall be worn whenever a member or members of the Department, while on duty, are to meet the public outside of quarters. Badges are to be worn on the outside of the clothing over the left breast while on duty. The Chief at his/her discretion may allow a screenprinted or embroidered logo on issued shirts in lieu of a badge.
5. All accidents or injuries, no matter how slight, must be reported to the Officer-in-Charge without delay, recorded in the daily log, and a report of the same recorded on a form provided and forwarded to the office of the Fire Chief.
6. No smoking is permitted while driving or riding on fire or EMS apparatus or on fire or EMS emergency scenes.
7. Quiet must prevail in the sleeping quarters after 2230 hours.
8. Members using toilet facilities **WILL** wash their hands with soap and water immediately thereafter in the interest of health. There is no exception to this rule.
9. Whenever a member of the Department resigns or otherwise vacates his/her position, he/she shall surrender all of the City property in his/her possession to the Fire Chief or Officer in Charge (OIC).

10. No member of the Fire Department shall divulge any departmental information to an outsider. Newspaper and radio/television information, specifically the date, time, locations, and other routine information, may be given representatives of these agencies by the Officer-in-Charge. All other information will be given by the Fire Chief.
11. Members and employees of the Fire Department shall be permitted to engage in work outside of the Department in addition to their regular work schedule. Although outside work is permitted, it shall not interfere with the member's ability to respond to an emergency call-in while off-duty.
12. It shall be the duty of each member of the Fire Department to take note of all streets damaged, closed off, or obstructed and report this information to the OIC, which, in turn, will be annotated in the department's log book. The employee on watch desk detail shall post such information and notify the Officer-in-Charge.
13. Members shall keep their Officers advised of all matters of interest to the Department and are encouraged to make suggestions and recommendations for increasing the efficiency of the Department.
14. Members of the Fire Department must conform to and properly obey all laws, ordinances, rules, regulations, and orders (whether general, special or verbal) when emanating from due authority. Failure to comply with the above ruling by any member of the Fire Department may result in reprimand, suspension, or dismissal from the Fire Department. The following are some definite reasons for reprimand, suspension, or dismissal:
 - a. Repeated tardiness when reporting for duty.
 - b. Neglect of duty or misconduct on or off duty.
 - c. Failure to obey an Officer or outright insubordination.
 - d. Consuming intoxicating liquors or other alcoholic drinks on the Fire Department premises.
 - e. Immoral conduct; use of profane or indecent language.
 - f. Reporting for duty in an intoxicated manner.
 - g. Failure to wear the prescribed uniform while on duty.
 - h. Inefficiency or incapacity in assignments.
 - i. Use of narcotics, illicit drugs, or other habit-forming drugs without authorization in writing from a qualified physician.
 - j. Gambling in or about the Fire Department premises.
 - k. Cowardice or loafing on the job.
 - l. Gross or habitual carelessness involving personnel or equipment.
 - m. Stealing or other criminal acts.
 - n. Inciting or abetting unrest or rebellious actions.
15. No obscene, degrading, suggestive, or political literature shall be posted or distributed on or in Fire Department premises.

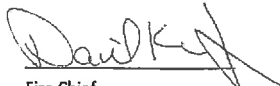
16. No member on duty shall be allowed to leave the immediate premises of his/her station without permission from the Officer-in-Charge. All requests for temporary leave must be made to the Officer-in-Charge.
17. Any member off duty, who, because of injury or sickness, is unable to report for duty, shall notify the Officer-in-Charge as soon as possible.
18. Whenever any member plans to resign his/her position as a member of the Fire Department, he/she is encouraged to forward a written communication to the Fire Chief at least two weeks prior to his/her termination date.
19. Criticism of superior Officers, discourtesies to the public or to other members, and actions tending to create dissensions or appearing to ignore responsible officials will be considered a breach of discipline and treated accordingly.
20. Members of the Fire Department shall address their Officers courteously.
21. Any member cited for dismissal or under suspension may avail himself of the hearing provided by law.
22. When at fires and when responding to a fire call, all members shall wear the prescribed helmet, coat, and boots furnished by the Department.
23. All members off duty are subject to call-in in the event of a second or greater alarm. Consideration will be given to members on vacation or holidays.
24. Any member failing to report when called for duty, without giving good and sufficient reason, will be subject to disciplinary action.
25. All complaints made against any member of the Department by another member thereof, or by a person not a member of the Department, shall be submitted in writing with specifications and shall be signed by the person making the complaint before the same will be investigated.
26. No member of the Fire Department shall, directly or indirectly, accept any gratuity, fee, reward, or other compensation for services rendered in the line of duty.
27. It shall be the individual responsibility of each member of the Fire Department to know and to understand the Rules and Regulations. Ignorance of the rules will not entitle any member of the Department to an excuse for his/her failure to observe them.

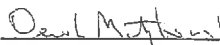
LETTER OF AGREEMENT
BETWEEN
CITY OF WISCONSIN RAPIDS
AND
WISCONSIN RAPIDS FIREFIGHTERS, LOCAL 425

This Letter of Agreement is entered into by and between the City of Wisconsin Rapids and Local 425, IAFF, for the purpose of facilitating the department's Emergency Medical Technician-Paramedic (EMT-P) program. The parties agree:

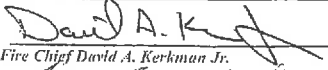
1. The Fire Chief, Paramedic Director, and the Medical Director (MD) retain their right to remove all department members from the program who fail to maintain required standards.
2. WRFD personnel in tiers 2, 3, 4, and 5 may opt out of the EMT-P program for reasonable cause. A letter to the Fire Chief outlining the reason for dropping paramedic certification must be initiated by the individual requesting such action be taken. The Fire Chief will then have 10 working days to respond to the request.
3. If the opt-out of the EMT-P program is authorized by the Fire Chief, the requesting individual will only be allowed to drop one level of certification (EMT-Intermediate).

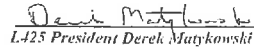
Dated: 9-27-11


Fire Chief


Local 425 President

Title: COMPENSATORY / ACCUMULATED TIME


Fire Chief David A. Kerkman Jr.


L425 President Derek Matykowski


Human Resource Committee Chair Robert Nash

Date Issued: 1/24/06 UPDATED: 3/18/11 Revision Number: Total Pages: 2

1. There will be a cap of ATO time for union members of 240 hours.
2. There will be a cap of Comp time union members of 100 hours.
3. Comp time is earned if the employee has worked 159 hours or more during their FLSA cycle. ATO time is earned if the time is not considered compensable under the FLSA and is voluntary in nature; and also when time actually is less than the 159 hours and is voluntary in nature.
4. Once the cap is met, no further ATO or comp time will be approved unless done so by the Fire Chief.
5. Once the cap is met, personnel are encouraged to use the ATO or comp time under the provisions of this SOG. Any comp time balance over the cap at the end of the year will be paid out. ATO cannot be paid; ATO can be utilized for time off purposes only.
6. ATO balances must be at the set cap by April 1st of each year and all ATO over the cap will be frozen until the employee's balance is below 240 hours.
7. The intent of ATO is not to extend an employees employment after a retirement date has been set, all employees must have their balance of ATO to 120 hours once a retirement notice is given.
8. ATO increments of less than 24 hours are subject to cancellation by vacations, holidays, 24 hrs of Comp/ATO time, sick leave, funeral leave, jury duty, or other unforeseen emergencies.
9. Comp time increments of less than 4 hours are subject to cancellation by vacations, holidays, 24 hrs of Comp/ATO time, sick leave, funeral leave, jury duty, or other unforeseen emergencies.
10. ATO time earned or used should be documented and entered on the share drive ATO file. Comp time earned or used should be documented on a green payroll action form and stapled to the employee's FLSA sheet.
11. The following pre-approved Comp time list is as follows:
 - ❖ Committee meetings for off-duty personnel who have met the FLSA standards (see item #3)
 - ❖ EMS/Fire Conferences for off-duty personnel who have met the FLSA standards (see item #3)
 - ❖ Non-mandatory off-duty training for employees who have met the FLSA standards (see item #3)

205

Title: COMPENSATORY / ACCUMULATED TIME Pg. 2

❖ Coverage of a shift for an employee who is attending a voluntary conference or training if the FLSA standard has been met. (see item #3)

12. The following pre-approved voluntary activities eligible for ATO are as follows:

- ❖ Public Education activities for off-duty personnel
- ❖ Department maintenance activities for off-duty personnel
- ❖ Committee meetings for off-duty personnel who have not met the FLSA standards
- ❖ EMS/Fire Conferences for off-duty personnel who have not met the FLSA standards
- ❖ Non-mandatory off-duty training for employees who have not met the FLSA standards
- ❖ Coverage of a shift for an employee who is attending a voluntary conference or training if FLSA standard has not been met.

13. Personnel on a trade that intend to use Comp Time or ATO in any increment must first query all members of the crew affected and get approval by the OIC.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF WISCONSIN RAPIDS

And

Local 425 – I.A.F.F.

Wednesday, November 9, 2011

If the Health & Wellness Team determines that one of the rewards for participating in Health & Wellness Team events for a particular year is a paid day off, and the City's Human Resources Committee and Council approves this reward, the paid day off, or, "Wellness Day", will be recorded as a "Personal Day" on a Local 425 member's timesheet. It is necessary to record the "Wellness Day" as a "Personal Day" on Local 425 member's timesheets because establishing a new category on this timesheet is very involved and complex.

There is no guarantee that a paid day off or "Wellness Day" will be a reward as part of the Health & Wellness program, each year.

Additionally, recording this "Wellness Day" as a "Personal Day" on a Local 425 member's timesheet does not set a precedent and does not establish a practice. The "Wellness Day", to be recorded as a "Personal Day" on the timesheet, is not part of the CBA and has not been a negotiated benefit.

Debra Matyecki

For the Union

11-21-11

Date

7

Ben Burrows

For the City

11.11.11

Date

**Amendment to
Labor Agreement Between
City of Wisconsin Rapids
and
IAFF Local 425**

1/1/22 to 12/31/24

The following amendments to the Labor Agreement between the City of Wisconsin Rapids and Wisconsin Rapids Firefighters Local 425 – I.A.F.F. are hereby agreed to between the parties and the same shall be incorporated into the Labor Agreement:

1. ARTICLE 5 HOURS

In Article 5 Hours (Workdays), the paragraph OFF-DUTY TRAINING shall be retitled EVENING/FULL DAY TRAINING and shall be amended to read as follows:

EVENING/FULL DAY TRAINING

Each crew/platoon member shall annually participate in a minimum of one four (4)-hour evening drill after daylight hours (between the hours of 1800 and 2300), as scheduled by the Fire Chief. These evening drills may be scheduled on 2 different evenings (4 hours each evening) to allow members more options to participate, but shall not be scheduled on a Sunday or holiday. A crew that that is scheduled to work on the evening the drill is scheduled shall participate in the drill. Members shall sign up to participate in these evening drills on their off-duty day in the event an evening training is not scheduled on a workday.

Each crew/platoon member shall annually participate in a minimum of one eight (8)-hour full day training drill, or two four (4)-hour day drills, as scheduled by the Fire Chief. These drills shall not be scheduled on a Sunday or holiday. A crew that that is scheduled to work on the day the drills are scheduled shall participate in the drill. That crew shall be granted "standby time" during the afternoon hours of that day. Members shall sign up to participate in these day drills on their off-duty day in the event the drill is not scheduled on a workday.


2. Appendix A

The following paragraph shall be added after the Lateral Hire Pay paragraph:

Field Training Instructor:

The Fire Chief shall in his/her discretion implement a Field Training Instructor Program to facilitate training for probationary firefighters. The Chief shall implement Standard Operational Guidelines for this program. The Battalion Chief shall be responsible for assigning firefighters as Field Training Instructors (FTI). Firefighters who are assigned to the duty of FTI shall be paid 1 hour at the overtime rate of pay for each day that they are tasked with FTI duties. Each day the Battalion Chief shall determine if an FTI should be assigned FTI duties for that day. Only one firefighter per day can be assigned FTI duties, even if there are multiple firefighters on probationary status.

FOR THE UNION:




President, Local 425

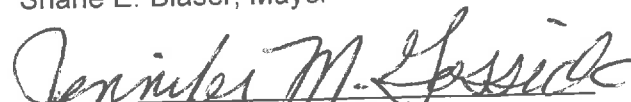


Secretary, Local 425

FOR THE CITY:



Shane E. Blaser, Mayor



Jennifer M. Gossick, City Clerk



Susan C. Schill, City Attorney

Memorandum of Understanding (MOU)
Between
City of Wisconsin Rapids
And
IAFF Local 425
September 29, 2020

This MOU shall become effective as of January 5th, 2021 (pay cycle start) and shall continue in full force and effect up to and including the 31st day of December, 2022, with either party being allowed the option to opt-out effective the 31st day of December, 2021.

For purposes of said Articles and Standard Operating Guidelines (SOG's) below:

Article V Hours (Workdays)

- 21-day work cycle will become a 28-day work cycle as it relates to the Fair Labor Standards Act (FLSA).
- "The cycle of work shall be forty-eight (48) hours on duty, with ninety-six (96) hours off duty."
- "Sundays shall remain limited to those duties necessary for efficient response to alarms, housework, and vehicle checks."

Note- The City will be tracking training hours and training efficiency. If member's training hour requirements are not being met or the efficiency of crew training in the second half of the 48/96 shift are not meeting department standards, the union vote on the work schedule in December of either year will include a "Weekend Schedule", where the Saturday and Sunday duty day would be from 8 a.m.-12 p.m., which would include training on Sundays the same as the current Saturday language. Said "Weekend Schedule" will thus become part of the 48/96 schedule and implemented in the succeeding year provided neither party has opted out of the 48/96 schedule.

- In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work December 24th will be reassigned to work December 23rd.

Article VII (Overtime)

Current: Overtime is defined as time worked before or after a regularly scheduled work shift. Overtime will be paid for all hours worked over one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle, except for hours/activities that fall into SOG 205 dated 6/8/09. All Firefighters who are required to attend school on off-duty time will be compensated at the overtime rate for actual hours spent in session, plus travel time. Other time spent away from home is not compensable.

Replace with: Overtime is defined as time worked before or after a regularly scheduled work shift. Overtime will be paid for all hours worked over *two hundred and twelve (212) hours in a twenty-eight (28) day work cycle*, except for hours/activities that fall into SOG 205 dated 6/8/09. All Firefighters who are required to attend school on off-duty time will be compensated at the overtime rate for actual hours spent in session, plus travel time. Other time spent away from home is not compensable.

Side Bar Agreement-Standard Operating Guideline (SOG)- 205

Compensatory/ Accumulated Time

3. **Current:** Comp time is earned if the employee has worked 159 hours or more during their FLSA cycle. ATO time is earned if the time is not considered compensable under the FLSA and is voluntary in nature; and also when time actually is less than the 159 hours and is voluntary in nature.

Replace with: Comp time is earned if the employee has worked 212 hours or more during their FLSA cycle. ATO time is earned if the time is not considered compensable under the FLSA and is voluntary in nature; and also when time actually is less than the 212 hours and is voluntary in nature.

Standard Operating Guideline (SOG) 903- Overtime Policy

10. VIII. STEP 3: The Forced Stayover Round

Current: If the overtime opportunity is not filled after Steps 1 and 2, the crew will be polled to determine who will be forced. If no one agrees to accept the LTD, the junior most qualified individual on-duty will be ordered to cover staffing for the duration of the shift as long as they are not placed into a 72 hour shift or have scheduled PTO for their next shift. Members that are forced to cover a shift will not have a number added to their LTD

account balance. Members will not be forced more than once in a three-month timeframe unless all other members on their assigned crew have also been forced.

Replace with: If the overtime opportunity is not filled after Steps 1 and 2, the crew will be polled to determine who will be forced. If no one agrees to accept the LTD, the junior most qualified individual on-duty will be ordered to cover staffing for the duration of the shift *provided they do not work more than a 72 hour shift* or have scheduled PTO for their next shift. Members that are forced to cover a shift will not have a number added to their LTD account balance. Members will not be forced more than once in a three-month timeframe unless all other members on their assigned crew have also been forced.

No member may be forced to work more than 72 continuous hours. A minimum of 12 hours of rest (non-work) time is required after working 96 continuous hours.

SOG 122 (Daily Staffing)

- This statement is for information purposes only, as Daily Staffing and SOG 122 is a management rights issue. The City is informing the Union that: Item #3 will be eliminated from SOG 122 for the purpose of this trial schedule.

48/96 Work Schedule Trial Program Metrics

The 48/96 Trial program should include, among other items, evaluation of a series of metrics during the term to determine favorable and/or unfavorable changes that may be attributable to the 48/96. These metrics are defined and listed below. These metrics are subject to change or be modified as seen appropriate by both City and L-425.

(a) Financial Impact related to FLSA	(e) Training Hours Met
(b) Overtime	(f) Departmental & Citizen Complaints
(c) Worker's Compensation related to accident, injury & fatigue	(g) Turn- out Time
(d) Employee Satisfaction Survey	(h) Efficiency of Day to Day Operations

- (a) ***FLSA Compensation:*** The City will monitor and report on the amount of FLSA pay to ensure the new schedule is not systematically increasing FLSA compensation.
- (b) ***Overtime Costs:*** The City will monitor and report on the Overtime costs to determine if the new schedule has any impacts as it relates to Sick Time usage.

Note: A 2.5% general wage increase became effective January, 2020. An additional 2.5 % percent general wage increase will go into effect on January 1, 2021.

- (c) **Worker Compensation Claims:** The City will monitor and report on the number of worker compensation claims filed by WRFD employees to determine if the new schedule has any impacts on the number of worker compensation claims as it relates to accident, injury, & fatigue.
- (d) **Employee Satisfaction Survey:** A survey created by representatives from Fire Department management, L-425, and Human Resources will be administered to all employees of the fire department prior to the conclusion(s) of the trial period.
- (e) **Training:** This metric seeks to capture productivity level changes in training compliance attributable to the schedule change.
- (f) **Complaints Against WRFD EMS:** This metric will look at the number of departmental and residential complaints filed during the trial program.
- (g) **Turnout Time:** The City will continue to monitor all aspects of response time performance. Turnout time is the response time segment that is most controllable at the company level.
- (h) **Efficiency of day to day operations:** This metric is determined based off the Employee Satisfaction Survey responses that pertain to qualitative questions.

Opt-out:

L-425 will hold two votes to continue or cease the 48/96 work schedule. The two votes shall take place in November of 2021 and November of 2022 with the votes being turned in to and collected by the HR manager by December 1st of each year. The votes will be conducted by ballot. The November 2021 vote will be to not opt-out and thus continue with another 1-year trial period. The November 2022 vote will be whether to recommend to continue with the trial 48/96 schedule after the trial period ends.

The City delegates to the Fire Chief the authority to give notice and opt-out of the second year of this trial period; said notice shall be given to the Union by December 10, 2021, in order to opt out and terminate the 48/96 schedule effective December 31, 2021.

IN WITNESS THEREOF, the parties hereto have caused their names to be subscribed by the duly authorized representatives this day October 7, 2020.

City of Wisconsin Rapids



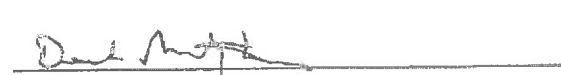
Shane Blaser- Mayor

Thaddeus Kubisiak- President of HR Committee

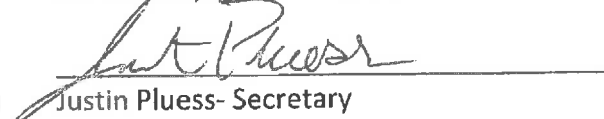


Ryan Hartman- Human Resources Manager

IAFF Local 425



Derek Matykowski- President



Justin Pluess- Secretary

**Amendment to
Memorandum of Understanding
Between City of Wisconsin Rapids
and
IAFF Local 425
Re: 48/96 Schedule**

The following amendments to the Memorandum of Understanding (MOU) dated September 29, 2020, are hereby agreed to:

The MOU shall continue on January 1, 2023, and remain in full force and effect until otherwise agreed to by the parties.

1. ARTICLE 5 HOURS

The following paragraphs shall be deleted from the MOU:

~~Sundays shall remain limited to those duties necessary for efficient responses to alarms, housework, and vehicle checks. (Accompanying Note is also deleted)~~

The following paragraph shall be added to the MOU:

The duty day shall include Sunday from 8 a.m.-11 a.m., which time shall be for online training, education, and professional development.

2. ARTICLE 9 VACATIONS

The following paragraphs in the current collective bargaining agreement between the parties shall be amended for purposes of placement into the MOU, for the duration of the MOU:

SEVEN-YEAR FIREFIGHTER: Eligible for three (3) weeks (9 days) vacation. One (1) week (3 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 3 rounds go into the one-day-at-a-time rotation. Two weeks (6 days total) must be posted in at least 2-day increments. These minimum 2-day increments must be posted within the first three rounds of picking. Each increment of 2 days or more shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

FOURTEEN-YEAR FIREFIGHTER: Eligible for four (4) weeks (12 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 4 rounds go into the one-day-at-a-time rotation. Two weeks (6 days) must be posted in at least 2-day increments. These minimum 2 day increments must be posted within the first four rounds of picking. Each increment of 2 days or more shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

TWENTY-YEAR FIREFIGHTER: Eligible for five (5) weeks (15 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 5 rounds go into the one-day-at-a-time rotation. Three (3) weeks (9 days) must be posted in at least 2-day increments. These minimum 2-day increments must be posted within the first five rounds of picking. Each increment of 2 days or

more shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

TWENTY-FOUR YEAR FIREFIGHTER: Eligible for six (6) weeks (18 days) vacation. Two (2) weeks (6 days) may be taken in increments of one day at a time. However, a day taken will be considered a choice. Remaining days after 6 rounds go into the one-day-at-a-time rotation. Four (4) weeks (12 days) must be posted in at least 2-day increments. These minimum 2-day increments must be posted within the first six rounds of picking. Each increment of 2 days or more shall be considered a vacation choice unless posted consecutively; then they would be considered one choice.

3. ARTICLE 28 NEW EMPLOYEE WORK SCHEDULE

The following paragraphs in the current collective bargaining agreement between the parties shall be amended for purposes of placement into the MOU, for the duration of the MOU:


Local 425 and the City of Wisconsin Rapids do hereby agree to allow new employees to work a shift other than a normal twenty-four (24)-hour shift during their first three (3) weeks of employment. New employees will then work one (1) week on a twenty-four (24)-hour shift not counting toward staffing levels.

The following conditions are agreed upon and binding upon the two parties:

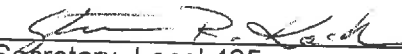
- A. New employees shall work a schedule of 7:00 a.m. to 5:00 p.m., with 120 minutes off for lunch, Monday thru Friday, for a period not to exceed 21 days.
- B. New employees will not be scheduled for overtime during this four (4)-week period.
- E. The established base rate of pay, or other fringe benefits for entry-level Firefighters, will not be adjusted or prorated during this four (4)-week entry period of employment with the City.

4. The Opt-out language is hereby removed.

FOR THE UNION:



President, Local 425

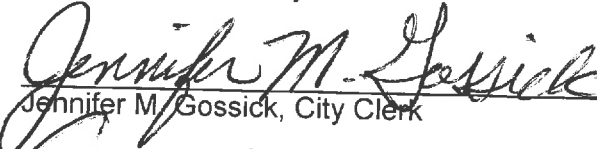


Secretary, Local 425

FOR THE CITY:



Shane E. Blaser, Mayor



Jennifer M. Gossick, City Clerk



Susan C. Schill, City Attorney