

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF FITCHBURG

And

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 311**

January 1, 2019 – December 31, 2021

R-212-19

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PREAMBLE

This Agreement is made and entered into as of the 22nd day of November, 2019, according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Fitchburg (hereinafter referred to as the "Employer" or "City") and the International Association of Fire Fighters Local 311, AFL-CIO (hereinafter referred to as the "Union").

- A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and entering into an Agreement covering rates of pay, hours of work and conditions of employment, as well as procedures for reducing conflict.
- B. The terms and conditions of this Agreement shall supersede ordinances and resolutions where there is a conflict with the express terms and conditions of this Agreement.

ARTICLE 1 – RECOGNITION

1.01 Definition of Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time fire fighters employed by the City in the position classifications of Firefighter/Inspector and Lieutenant, excluding supervisors and confidential, managerial and executive employees as defined in the Municipal Employment Relations Act, and as certified in WERC Decision No. 32088. The aforementioned job titles may be subject to change but such changes shall not affect the composition of the bargaining unit.

ARTICLE 2 – REPRESENTATION

2.01 Negotiators.

Either party to this Agreement may select for itself a negotiator or negotiators for the purpose of carrying on negotiations under the provisions of the Municipal Employment Relations Act.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Operation of the Employer.

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the powers and authority conferred upon the Employer by applicable law, rules and regulations. The Employer retains such powers and authority and the right to unilaterally exercise, without bargaining, such powers and authority which the Employer has not specifically, expressly and unequivocally abridged, delegated or modified by the terms of this Agreement. Such powers and authority include but are not limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods, procedures and means as it deems appropriate.
- B. To manage and direct the employees of the Employer, to make assignments of work and work location, to determine the size and composition of the work force, and to determine the work to be performed by the work force and each employee.
- C. To determine the mission of the Fire Department and the methods and means by which the Department's mission and operations are to be conducted.
- D. To utilize interns, volunteers, part-time, paid on call, and/or paid on premises employees in the manner most advantageous to the Employer.
- E. To hire, train and retrain, schedule, promote, transfer, determine staffing levels and select employees for positions.
- F. To lay off employees.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To establish and alter the number of shifts, hours of work, work schedules and methods and processes.
- I. To schedule and mandate additional hours and overtime.
- J. To establish performance standards and evaluate employee qualifications, competence and performance.
- K. To create new positions and to eliminate, modify and consolidate existing positions.
- L. To introduce new or improved operations, work practices, equipment and facilities and to terminate or modify existing operations, work practices, equipment and facilities.
- M. To contract with others to provide services subject to any legal obligation to bargain regarding said contracting specific to incumbent bargaining unit employees.
- N. To establish, modify and enforce reasonable policies, procedures, rules and regulations, and standard operating guidelines for the conduct of its operations and its employees. Any dispute with respect to the reasonableness of the application of said policies, procedures, rules and regulations and standard operating procedures may be subject to the grievance and arbitration procedures set forth in this Agreement, provided, however, that if a grievance with respect to the reasonableness of the application of said policies, procedures, rules and regulations and standard operating procedures is carried to arbitration, the arbitrator shall not

substitute his/her judgment for that of the Employer and shall not reverse or modify said application unless he/she finds that the Employer acted arbitrarily and without reason.

- O. To take whatever action is necessary to carry out the functions of the City in situations of emergency.

The exercise of any of the retained and/or enumerated functions, powers and authority shall not be deemed to exclude other functions, powers and authority not specifically set forth. The Employer's exercise of the foregoing functions, powers and authority shall be limited only by the specific and express terms of this Agreement and the Employer has all the rights which it has at common law, except those specifically, expressly and unequivocally bargained away in this Agreement, and except as limited by statute. Any dispute with respect to the exercise of Management Rights shall not be subject to the grievance and arbitration procedure.

3.02 Compliance with Laws and Regulations.

Nothing contained in this Agreement shall prohibit the Employer from doing anything necessary or proper to comply with any federal, state or local laws, regulations or rules which regulate or are applicable to the Employer, its employees or its operations.

ARTICLE 4 – UNION SECURITY, DUES CHECKOFF AND FAIR SHARE

4.01 Union Membership.

The decision of whether or not an individual employee wishes to become a member of the Union is a purely personal decision. Accordingly, no employee shall be required to join the Union nor required to maintain membership in the Union as a condition of employment. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit, subject to the Fair Share provision.

4.02 Dues Checkoff.

Upon receipt of a voluntary written individual authorization from any of its employees covered by this Agreement on a form provided by the Union, the City will deduct from the pay due such employee, those dues required as the employee's membership dues in the Union. Such authorizations shall be effective only as to membership dues required after the date of delivery of such authorizations to the City's Payroll Office. Deductions shall be made from the employee's pay for each bi-weekly pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee does not have sufficient earnings due him/her during the pay period when the dues are normally withheld to equal or exceed the amount of the certified deduction, no dues shall be withheld and the City shall have no obligation to subsequently withhold dues that may have been due for that period.

Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the Union. New authorizations must be submitted as indicated above by

employees returning after a leave of absence without pay in excess of twelve (12) months. Monies collected from the members as dues shall be forwarded to the Secretary-Treasurer of the Union within five (5) days after each deduction.

4.03 Fair Share.

The City agrees to deduct a fee each bi-weekly pay period from the pay of employees within the bargaining unit, upon receipt of a voluntary written authorization consenting to such deduction, as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Union. Such deductions shall be made from the employee's pay, for the pay period in each month in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement, and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the City shall have no obligation to subsequently withhold fees that may have been due for that period. The provisions of this clause shall be interpreted in a manner consistent with the decisions of the Wisconsin Employment Relations Commission.

4.04 Voluntary Contribution Program.

The City agrees to establish an additional payroll deduction for the Union's voluntary contribution program specific to the Local 311 Charitable Trust. The Union will administer the program and bear the costs associated with said program. The amount deducted shall be a flat dollar amount per pay period as designated by the employee according to an annual written authorization and provided to the Union under the same guidelines as dues and fees deductions.

4.05 Indemnification.

The Union shall indemnify and the City shall be saved harmless in the event of any claim, demand, suit, order, defense costs, including attorney's fees, or other forms of legal controversy or liability with regard to the application of this Article and/or action taken or not taken by the City under this Article.

ARTICLE 5 – NONDISCRIMINATION

5.01 Prohibition on Discrimination.

It is mutually agreed that there shall be no coercion, intimidation or discrimination by the Employer or the Union against any employee because of membership or non-membership in the Union. The Employer and the Union agree not to discriminate against any employee for any reason prohibited by applicable nondiscrimination laws. Any disputes related to this Article shall not be subject to the grievance and arbitration procedure but shall be resolved through the resolution procedures provided under applicable law.

ARTICLE 6 – WORK INTERRUPTION

6.01 No Strikes.

The parties to this Agreement mutually recognize and agree that the services performed by the employees of the City are services essential to the public health, safety and welfare. Therefore, the Union agrees for the duration of this Agreement, or any extension thereof, Union officers, representatives or members, and all employees in the bargaining unit will not authorize, assist, support or participate in any strike, walkout, work stoppage, picketing, handbilling, work slowdown, mass sick call, refusal to perform customarily assigned duties, including additional hours, overtime, or other interruption of work, operations or services.

6.02 Union Responsibility.

The Union shall neither cause nor counsel any or all of its members to engage in acts prohibited under Section 6.01. Upon written notification by the City to the Union that certain of its members are engaged in acts prohibited by Section 6.01, the Union shall immediately, publicly and in writing, order such members to return to work immediately and provide the City with a copy of such order.

Nothing in this Article shall give the Union or any of its members the right to strike contrary to the Municipal Employment Relations Act.

6.03 Penalties for Violation.

In the event of a violation of this Article, the Employer may take whatever disciplinary action it deems appropriate, up to and including immediate discharge and such action shall not be reviewable except on the limited basis of whether the bargaining unit member violated this Article. Additionally, the Employer may take any action authorized by applicable law in the event of a violation of this Article or the commencement of a strike prohibited under the Municipal Employment Relations Act.

6.04 No Lockout.

In consideration of the commitments set forth at Sections 6.01 and 6.02 of this Article the Employer shall not lock out employees during the duration of this Agreement or any extension of this Agreement.

ARTICLE 7 – UNION ACTIVITY

7.01 Union Staff Visitation.

An authorized representative of the Union shall have access to the Employer's facilities for the purpose of conferring with the Employer, individual members of the bargaining unit or a local Steward or Union officer for the purpose of administering this Agreement. The Officer-in-Charge shall be notified prior to arrival to ensure that operations are not disrupted by the visit.

7.02 Union Business.

The Union agrees to conduct its business off the job. This Article shall not operate as to prevent a local Steward from the proper processing of any grievance in accordance with the procedure outlined in this Agreement nor to prevent certain routine business such as posting of Union notices and bulletins.

7.03 Bulletin Board and Union Postings.

The Employer shall provide suitable space on a bulletin board at each station at a location of the Employer's choosing for use by the Union. All postings on the bulletin board must be posted by an officer or member of the Union and shall be limited to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union meetings.
- C. Notices of Union appointments.
- D. Notices of Union elections.
- E. Results of Union elections.
- F. Reports of committees of the Union.
- G. Rulings or policies (including those issued by the International Union or other related labor organizations with which the Union is affiliated).
- H. Judicial or quasi-judicial decisions (e.g., information affecting members of the bargaining unit such as the results of fact-finding, grievances, etc.).
- I. Any other material authorized and approved by the Chief or the Chief's designee and an officer of the Union. Such other material must be initialed by the Chief or the Chief's designee and an officer of the Union prior to being posted.
- J. A copy of this list of items authorized for posting.

Notices and announcements shall not contain anything political or controversial, or anything reflecting negatively upon the Employer, any of its employees or officers, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Section shall be posted.

7.04 Union Meetings.

No Union meeting shall be held on City time or on City property without permission of the City Administrator.

7.05 Union Negotiators.

The Union shall advise the City, in writing, of its two (2) negotiators selected from the bargaining unit. The names of the chosen negotiators shall be submitted to Human Resources Manager and Fire Chief sufficiently in advance of the commencement of the negotiations so as to permit the scheduling of operations within the Fire Department. Absent unusual circumstances and so as not to disrupt the service provided by the City, bargaining sessions will be scheduled and conducted outside the scheduled work hours of the negotiators. Negotiators will not be paid by the City for attendance at bargaining sessions.

7.06 Voting in Union Elections and Referendums.

If work schedules do not allow Union members to vote in a Union election or referendum during off-duty time, a reasonable amount of time as determined by the Chief or Deputy Chiefs will be allowed to those Union members to vote while on duty provided that the members do not have to leave the City response area in order to vote.

7.07 Union Representation.

All bargaining unit members retain the right, upon request to have Union representation present during an investigatory interview that may result in disciplinary action, as well as at any meetings during which discipline is administered. The Union, on behalf of all other members, has an independent interest in all disciplinary action regardless of the decision of the employee involved in the disciplinary action.

7.08 Communication with Union.

When new policies, procedures, rules and regulations and standard operating guidelines affecting bargaining unit members are issued, bargaining unit members shall be responsible for providing a copy of same to the Union Office.

7.09 Voting/Political Activities.

- A. Any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with provisions of the Wisconsin Statutes. No employee shall receive compensation for replacing a person while voting.
- B. Employees shall comply with all City rules and regulations relating to political activity insofar as they are applicable to on-duty hours.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8.01 Definition of Grievance.

Only matters involving disputes as to the interpretation, application or enforcement of the express terms of this Agreement shall constitute a grievance under the provisions of this Agreement.

8.02 Time Limits.

Time limits set forth in the grievance and arbitration procedure, with the exception of the initial time limit for filing a formal grievance, shall be exclusive of Saturdays, Sundays and recognized holidays as set forth in this Agreement. The time limits for processing grievances from one step in the procedure to another and for providing notice of intent to arbitrate may be extended upon mutual written agreement of the parties. All time limitations shall be considered jurisdictional and failure to abide by such time limits, or any extension thereof, shall cause the grievance to be barred. Grievances not responded to by the Employer within the prescribed time limitations, or any extension thereof, shall be considered denied.

8.03 Investigation of Grievances.

The investigation of grievances shall be done during off-duty hours or, if necessary, during on-duty hours if the person making such investigation is not being compensated by the Employer during the time such investigation is being made. To ensure that operations are not disrupted a representative of the Union desiring to visit the premises or to confer in the Employer's offices with an employee in the bargaining unit may do so after the Officer-in-Charge has been notified.

8.04 Grievance Procedure.

- A. Informal Grievance Resolution. An employee or a Union representative may orally state a request to his/her immediate supervisor or the Chief to meet, discuss and attempt to resolve a dispute as to the interpretation, application or enforcement of the express terms of this Agreement. An informal grievance resolution shall not be precedential unless the City and the Union agree, in writing, that the resolution is with precedent. If the supervisor or the Chief declines to meet or the proposed resolution is unsatisfactory to the employee or Union representative, the employee or Union representative may file a formal grievance. Requesting an informal grievance resolution shall not extend the timeline for filing a formal grievance.
- B. Formal Grievance Resolution. All formal grievances must be filed in writing stating the name of the grievant, a clear statement of the grievance, the issue involved, including specification of the contract provision(s) claimed to be violated, the date of the event giving rise to the grievance, the remedy requested, the date of the grievance and the signature of the grievant or Union representative. All formal grievances shall be filed with the Chief within thirty (30) calendar days of the date of the occurrence of the event giving rise to the grievance.

- C. Grievance Meetings. The Chief and/or the Chief's designee may meet with the Union once a month or as needed to review and discuss any timely filed pending grievance(s) awaiting resolution or response. During the meeting each party will be given the opportunity to explain their position about the grievance. If the grievance is resolved at the meeting, a written agreement will be produced and signed by both parties. The parties may decide whether the resolution will be precedential or non-precedential.
- D. Grievance Response. If the grievance is not resolved at the Grievance Meeting set forth at subsection C of Section 8.04, the Chief will file a written response to the grievance within ten (10) days of the meeting. A copy of the grievance response shall be provided to the designated Union representative.

8.05 Arbitration Procedure.

- A. Arbitration Request. The grievance shall be considered settled unless, within thirty (30) days after the date of the Fire Chief's response or the due date of the response, whichever is earlier, either party, upon written notice to the other, requests that the dispute be submitted to an impartial arbitrator.
- B. Selection of Arbitrator. The impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration, the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) ad hoc arbitrators. Either party may, within five (5) days of receipt of said panel, notify the other party and the Wisconsin Employment Relations Commission of its intent to reject the panel. Upon receipt of such notice, the Wisconsin Employment Relations Commission shall submit a new panel that shall not duplicate in any way the original panel. Alternate elimination shall be used to select the arbitrator. The parties shall alternately strike names until one (1) remains with the last remaining name appointed as arbitrator. The party who shall be the first to strike a name shall be determined by a coin toss.
- C. Arbitrator's Jurisdiction.

Expressly excluded from arbitration is a grievance based upon events that occur prior to the effective date of this Agreement; any grievance not presented or appealed within the time limits and in the manner provided for in this Agreement; any grievance where Section 62.13 of the Wisconsin Statutes is applicable; and any grievance where the Employer has otherwise reserved rights in Article 3 of this Agreement, including any grievance arising from or relating to the Employer's exercise of its management rights.

The arbitrator shall neither add to, nor detract from, nor modify the language of this Agreement in arriving at a determination of any dispute presented that is proper for arbitration within the time limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall have no authority

to make a determination, award or impose liability for any period of time whatsoever prior to the execution date of this Agreement, following the termination of this Agreement during any contract hiatus or to impose an award retroactive for any period prior to the date of the event giving rise to the grievance. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted or to render observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this Agreement. Once it is determined that the dispute is procedurally arbitrable the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration. The written decision of the arbitrator, which shall be issued by the arbitrator at the earliest convenient date after completion of the hearing and post-hearing briefing, shall be final and binding on the parties.

- D. Arbitration Hearing. The arbitrator so selected shall hold a hearing at the City of Fitchburg, at a time and place convenient to the parties, at the earliest possible date following notification of a selection. The arbitrator shall take such evidence as in her/his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. At any time before commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the party so requesting shall make the arrangements to secure the attendance of a court reporter to record all the testimony and all of the proceedings.
- E. Arbitration Costs. The party losing the arbitration shall pay the full cost of all transcripts, fees and expenses of the arbitrator and the court reporter. Each party shall bear its own expenses for witnesses, exhibits and counsel.

ARTICLE 9 – PROBATIONARY PERIOD

9.01 Probationary Employees.

All newly hired full-time employees shall serve a probationary period of eighteen (18) months from the date of hire as an employee in the bargaining unit. Provided, however, that any probationary period may be extended at the sole discretion of the Employer for a period not to exceed three (3) months.

9.02 Seniority Rights.

During an employee's probationary period the employee shall have no seniority rights, provided however, that upon successful completion of the probationary period the employee's seniority date shall be retroactive to the employee's date of hire as a full-time employee in the bargaining unit.

ARTICLE 10 – DRUG AND ALCOHOL TESTING

The City has the right to conduct drug/alcohol testing for all positions covered by this collective bargaining agreement, as set forth in the City's Drug Free Workplace and Drug and Alcohol Testing Policy, as amended from time-to-time, for:

- A. Pre-employment.
- B. Reasonable suspicion that the employee has violated the policy regarding use of alcohol or drugs while on duty, or when observation indicates that the employee is impaired or incapable of performing assigned duties, or experiences reduced productivity, vehicle crashes, high absenteeism, or other behavior inconsistent with previous performance.
- C. Post - accident.
- D. Return to duty following treatment for alcohol or drug abuse.
- E. Follow - up.

ARTICLE 11 – SENIORITY

11.01 Definition.

An employee's seniority shall commence after completion of the probationary period retroactive to the employee's date of hire as a full-time employee in the bargaining unit.

In the event multiple employees have the same seniority date, the employees' seniority shall be further determined by their ranking by the Employer at the time of hire.

11.02 Termination of Seniority.

Seniority and employment shall be considered terminated in the event of:

- A. Discharge.
- B. Voluntary quit or retirement.
- C. Failure to return to work upon expiration of an approved leave of absence.
- D. Failure to return to work from layoff within seven (7) calendar days after notice of recall is sent, by certified mail, to the employee's last known address appearing in Employer's records.
- E. Failure to report to work for three (3) consecutively scheduled shifts without providing notice to the Employer.

11.03 Medical Leaves of Absence.

Any employee who is removed from pay status for medical reasons will continue to accrue seniority provided that the absence does not exceed 180 calendar days. If an employee remains off pay status beyond 180 calendar days, further seniority will not accrue beginning with the 181st day up until the employee returns to pay status.

11.04 Layoff and Recall.

When it becomes necessary because of need for economy, lack of work or funds, or for other just causes, all special, seasonal, temporary, part-time, paid-on-call and paid-on-premises employees doing bargaining unit work shall be laid off before any full-time employees. In laying off full-time employees, employees with the least seniority shall be laid off first. In re-employing, those full-time employees with the greatest seniority shall be called back first.

ARTICLE 12 – HOURS OF WORK

12.01 Work Day.

The number, type and schedule of shifts shall be as set forth at Section 12.03. In the event the City changes employees from one regular schedule of shifts and/or hours to another schedule of shifts and/or hours, the employees shall be provided at least thirty (30) days' notice of the change.

12.02 Work Period/Workweek.

The work period shall be nineteen (19) consecutive days in accordance with Section 7(k) of the Fair Labor Standards Act for those employees working twenty-four (24) hour shifts.

The workweek shall be seven (7) consecutive days for those employees working shifts less than twenty-four (24) hours in length.

12.03 Work Schedule and Earned Days Off (EDO).

Employees working under a nineteen (19) day work period will be scheduled twenty-four (24) hours on followed by forty-eight (48) hours off (24 on/48 off) with an Earned Day Off (EDO) in each 19-day work period during which scheduled shifts would otherwise exceed 144 hours during the 19-day work period. Prior to the beginning of each calendar year, the Employer and Union shall meet and establish the EDO schedule for the following year. In the event that agreement cannot be reached, the Employer's rights under Article 3, Management Rights, shall govern.

Employees working the 7 day workweek will be scheduled to work four (4) shifts that are ten (10) hours in length with a one-half hour paid meal period. Employees shall be scheduled to work four (4) consecutive days followed by three (3) consecutive days off.

12.04 Shift Trades.

Employees of equal authorization may trade shifts for the convenience of the mutually agreeing employees. In such event, no overtime shall be paid.

ARTICLE 13 – WAGES, PAY POLICY AND OVERTIME PAY

13.01 Wages.

Wages shall be as designated in Appendix A.

13.02 Pay Period.

Employees will be paid on a bi-weekly basis.

13.03 Overtime Pay.

Overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay for all hours worked outside the employee's regularly scheduled shift. In lieu of receiving overtime pay, an employee may elect to receive compensatory time off. Compensatory time shall accrue at the rate of one and one-half (1½) hours for each hour of overtime worked.

For purposes of computing overtime, an hourly straight time rate will be determined by dividing the annual salary by 2,712 hours for 24 hour shift firefighters and by 2,080 hours for 10 hour shift firefighters.

13.04 Compensatory Time Off.

Compensatory time off shall be taken at a time mutually agreed upon between the employee and the Employer. Employees may bank no more than ninety-six (96) hours of compensatory time in a calendar year. Unused compensatory time shall be paid out on the last pay day of each calendar year at the rate of pay in effect at the time of the payment.

13.05 No Pyramiding.

There shall be no pyramiding of overtime.

13.06 Emergency Call Back Pay

An employee who is called back for emergency duty shall receive a minimum of two (2) hours compensation from the time of reporting for duty at the rate of one and one-half (1 ½) times the employee's straight time rate of pay.

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave Accrual.

Regular full-time employees shall earn sick leave at a rate of four (4) hours each bi-weekly pay period for 10 hour shift employees and six (6) hours each bi-weekly pay period for 24 hour shift employees. Sick leave accrual begins upon commencement of employment. Sick leave may accumulate to a maximum of one thousand three hundred sixty (1,360) hours.

14.02 Sick Leave Use.

- A. Sick leave may not be used until earned. In the event an employee needs sick leave but has insufficient earned sick leave hours the time off shall be charged to vacation or if there is insufficient vacation accrued the leave will be without pay.
- B. Sick leave may be used for:
 - 1. Absences necessitated by non work-related illness or injury to the employee, including exposure to contagious disease (when certified by a physician), or if the employee's presence is required at home due to the illness or injury of members of his or her family living in the employee's residence.
 - 2. Absence to attend a medical and/or dental appointment that cannot otherwise be scheduled outside normal work hours.
 - 3. Absence for additional bereavement leave as set forth at Section 15.02.
- C. Qualifications for use of sick leave:
 - 1. Employees must report their absence and the reason for the absence to the Company Officer or Acting Company Officer at the employee's assigned station prior to the beginning of their scheduled shift.
 - 2. If an employee is sick for two (2) or more consecutive scheduled shifts, or in situations where the circumstances surrounding the absence raise a question as to the validity of the absence, the employee taking leave shall, upon request, furnish the Chief with a certificate of illness signed by a licensed health care provider, certifying that:
 - a. The employee was ill during the period of his or her absence; and
 - b. The employee is medically able to return to work.

3. Employees must keep the Employer informed of their condition and anticipated return to work date and must permit the Employer to make such medical inquiry as determined necessary and lawful.
4. Any misuse of sick leave or making of false reports regarding illness shall be grounds for disciplinary action, up to and including discharge.

14.03 Pay Out of Accrued Sick Leave.

Upon termination of employment for reasons other than retirement, death or permanent disability, the right to accrued paid sick leave shall automatically terminate. Employees who die, retire or become disabled shall have the option of receiving payment of the amount equivalent to the value of unused sick leave which the employee has accrued, or have the funds applied to the payment of health insurance premiums, or a combination of both at the employee's discretion. In no event, however, shall the employee be entitled to receive a payout or to have paid towards health insurance premiums any accrued sick leave in excess of 1,120 hours.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Unpaid Leaves of Absence.

A. Family/Medical Leave.

Eligible employees as defined by law will be granted leaves of absence in accordance with the Wisconsin and Federal Family and Medical Leave Acts. The parties agree that any dispute that arises relative to the administration of this provision shall be processed only in accordance with the exclusive remedy procedures set forth in the Wisconsin and Federal Family and Medical Leave Acts. Medical information received by Employer in conjunction with leave requests will be maintained in the employee's confidential medical file.

B. Personal Leave.

A leave of absence not to exceed thirty (30) consecutive calendar days for personal reasons may be granted at the Chief's discretion to an eligible employee provided all accrued vacation has been exhausted. Requests must be made, in writing, to the Chief and state the reason for the leave and the anticipated beginning and ending dates of the leave. Neither vacation nor sick leave will be earned during the leave. Holidays that occur during the leave will not be paid.

C. Military leave.

Military leaves will be granted in accordance with applicable Federal and State laws. The employee must submit a copy of the employee's order to the Chief and to Human Resources at least two (2) weeks prior to the date that leave is to commence.

15.02 Paid Leaves of Absence.

A. Bereavement Leave.

Regular full-time employees shall be granted bereavement leave without loss of pay, contingent upon attendance at funeral services, as follows:

1. Up to three (3) scheduled shifts within a seven (7) calendar day period following the date of death in the event of the death of an employee's spouse, mother, father, brother, sister, son, daughter or stepchild.
2. One (1) scheduled shift within a seven (7) calendar day period following the date of death in the event of the death of an employee's grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

Additional time off not to exceed thirty (30) consecutive calendar days may be granted at the discretion of the Chief. Such time off shall be charged against the employee's accrued sick leave as set forth at Section 14.02B, or if there is insufficient accrued sick leave, the time off shall be unpaid.

B. Jury Duty.

Employees required to serve jury duty will be granted a leave of absence. Employees will receive full pay for any scheduled hours of work missed as a result of such service. Unless all jury duty is served outside of regularly scheduled hours of work, all monies received as compensation from the court, excluding mileage, shall be remitted to the Employer. Employees should notify the Employer as soon as practicable after receipt of the jury duty notice. Employees are expected to report to work to complete the remainder of their scheduled shift after they are released from jury duty.

ARTICLE 16 – HOLIDAYS

16.01 Paid Holidays.

The Employer shall pay regular full-time employees assigned to 24 hour shifts twelve (12) hours pay at their regular rate of pay and regular full-time employees assigned to 10 hour shifts ten (10) hours pay at their regular rate of pay for the following recognized holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

The Employer shall pay regular full-time employees assigned to 24 hour shifts six (6) hours pay at their regular rate of pay and regular full-time employees assigned to 10 hour shifts five (5) hours pay at their regular rate of pay for the following recognized holidays:

New Year's Eve

Christmas Eve

The Employer shall pay regular full-time employees three (3) floating holidays at twelve (12) hours pay for 24 hour shift employees and ten (10) hours pay for 10 hour shift employees for each contract year. Floating holidays shall be selected by the employee, subject to approval of the Chief or the Chief's designee.

16.02 Holiday Work.

Employees whose shift begins on a recognized paid holiday shall be required to work the scheduled shift and shall receive pay at one and one-half times their regular rate of pay for hours worked on such shift not to exceed twenty-four (24) hours. In each calendar year regular full-time employees are provided a bank of holiday hours equivalent to the hours of each holiday as specified in Section 16.01. Use of these hours is subject to the approval of the Chief or the Chief's designee.

ARTICLE 17 – VACATION

17.01 Vacation Schedule.

Regular full-time employees assigned to 24 hour shifts shall earn paid vacation based on years of continuous service according to each employee's anniversary date of employment pursuant to the following schedule:

Upon date of hire and through completion of the fifth continuous year of service at the rate of one hundred-twenty (120) hours per year.

After completion of the fifth continuous year of service and through the twelfth continuous year of service at the rate of one hundred sixty-eight (168) hours per year.

After completion of the twelfth continuous year of service and through the twentieth continuous year of service at the rate of two hundred sixteen (216) hours per year.

After completion of the twentieth continuous year of service at the rate of two hundred sixty-four (264) hours per year.

Regular full-time employees assigned to 10 hour shifts shall earn paid vacation based on years of continuous service according to each employee's anniversary date of employment pursuant to the following schedule:

Upon date of hire and through completion of the fifth continuous year of service at the rate of eighty (80) hours per year.

After completion of the fifth continuous year of service and through the twelfth continuous year of service at the rate of one hundred twenty (120) hours per year.

After completion of the twelfth continuous year of service and through the twentieth continuous year of service at the rate of one hundred sixty (160) hours per year.

After completion of the twentieth continuous year of service at the rate of two hundred (200) hours per year.

Continuous service for purposes of computing vacation benefits does not include leaves of absence or periods of absence without pay resulting from disciplinary suspension or layoff. Vacation is awarded on January 1 of each year. Vacation awarded during the first calendar year of employment is pro-rated based on the number of weeks worked during the calendar year.

17.02 Probationary Employees.

No vacation shall be taken prior to completion of the probationary period without approval of the Chief.

17.03 Separating Employees.

Upon separation from employment, non-probationary employees shall be paid for accrued, unused vacation. Employees who have worked less than the full calendar year shall be paid pro-rated vacation pay on the basis of the number of weeks worked during the calendar year in which the separation occurs. Separating employees who have used more than their pro-rated allotment of vacation for the calendar year shall have the overused amount deducted from their final paycheck or paychecks at separation from employment.

17.04 Vacations Not Cumulative.

Except during the probationary period, all vacation leave must be used prior to completion of the calendar year in which it is awarded or it is lost. However, if prior approval is obtained from the Chief or the Chief's designee, non-probationary employees may carry over up to forty-eight (48) hours of vacation leave into the next calendar year provided the carried over vacation is used within the first six (6) months of that year or it is lost.

17.05 Vacation Scheduling.

Vacation leave requests must be made to and approved by the Chief or the Chief's designee. Vacation requests will be granted by seniority. In the event the request is made after the department specified deadline for preferencing for a given work period, the employee is solely responsible for finding a replacement with equal or higher department authorizations to fill any opening created by the vacation request if approved. On an annual basis, the Chief and/or the Chief's designee(s) will meet and confer with a representative(s) designated by the Union to discuss the number of employees who will be off for pre-planned purposes [vacation, holiday

and/or Earned Days Off (EDO)] at the same time for the upcoming year. In the event that agreement is not reached, the Chief reserves the right to determine the number of employees who will be off for pre-planned purposes [vacation, holiday and/or Earned Days Off (EDO)] at the same time.

ARTICLE 18 – CLOTHING

18.01 Initial Issue.

The Employer shall provide the following clothing to regular full-time employees upon hire:

One (1) uniform jacket	Two (2) uniform shirts – Class B
	One (1) short sleeve and one (1) long sleeve
Three (3) uniform pants	One (1) tie
One (1) belt	One (1) pair uniform shoes
Two (2) t-shirts with departmental identification	
Two (2) job shirts with departmental identification	
Two (2) polo style shirts with departmental identification	
Badges, collar emblems and other uniform ornaments	

The Employer shall provide the following protective equipment to regular full-time employees upon hire:

- Two (2) complete sets of turn-out gear (Personal protective clothing)
- One (1) pair boots
- One (1) helmet

Protective equipment provided by the Employer shall be returned to the Employer upon separation from employment.

In the event the City makes changes to the uniform that require employees to alter or replace current uniform wear prior to the end of its serviceable life, the City shall bear the cost of issuing replacements or providing alterations to the affected items. The City shall not be required to replace more uniform items than identified in the initial issue set forth above.

18.02 Uniform Allowance.

Beginning January 1, 2014, and on January 1st of each calendar year thereafter, the City shall issue a check to the Local 311 designated clothing account in the amount of Four Hundred Dollars (\$400) for each regular full-time employee on the payroll as of January 1st for the purchase and replacement of clothing as defined in Section 18.01, on an as-needed basis, from mutually-approved vendors. The costs of clothing purchases by the employee will be reimbursed from the

Union-administered clothing account following submission of a receipt to the Union for the purchase. No employee shall be reimbursed more than the available funds credited to him/her within the clothing account.

Any unused clothing allowance balance shall roll over from year-to-year for that particular employee to use. Any unused clothing allowance balance upon an employee's separation from employment will be credited back to the City. On an annual basis, the Union shall provide to the City an accounting of the purchases made and funds used from the clothing account for the calendar year.

18.03 Approved Clothing.

The Employer shall have the sole and final authority to determine the clothing to be worn while on duty, and if any alteration to or an alternative item of clothing may be added to or substituted for an item of clothing that is worn while on duty and/or provided by the Employer under Section 18.01.

18.04 Clothing Condition.

The Employer reserves the right to inspect all items of clothing at any time, and shall have the sole and final authority to determine if an item of clothing is suitable to be worn while on duty.

ARTICLE 19 – RETIREMENT

19.01 Retirement Fund.

Subject to the rules of the Wisconsin Retirement Fund, the Employer shall pay one hundred percent (100%) of the Employer and one hundred percent (100%) of the employee - required contribution for all eligible regular full-time employees hired before July 1, 2011. All eligible employees hired on or after July 1, 2011 shall pay the entire employee-required contribution to the Wisconsin Retirement Fund (protective class with social security classification) and the Employer shall pay the employer-required contribution to the Wisconsin Retirement Fund for these employees.

Effective July 1, 2013, all eligible employees hired before July 1, 2011 shall pay two percent (2%) of the employee-required contribution to the Wisconsin Retirement Fund (protective service with social security classification) and the Employer shall pay the additional required contribution to the Wisconsin Retirement Fund.

Effective January 1, 2014, all eligible employees hired before July 1, 2011 shall pay four percent (4%) of the employee-required contribution to the Wisconsin Retirement Fund (protective service with social security classification) and the Employer shall pay the additional required contribution to the Wisconsin Retirement Fund.

Effective January 1, 2015, all eligible employees shall pay the entire employee-required contribution to the Wisconsin Retirement Fund (protective service with social security

classification) and the Employer shall pay the employer-required contribution to the Wisconsin Retirement Fund.

ARTICLE 20 – LIFE INSURANCE AND INCOME CONTINUATION

20.01 Life Insurance.

The Employer shall provide group life insurance benefits in accordance with the terms of the Wisconsin Public Employers Group Life Insurance Program to eligible regular full-time employees in an amount equal to one times the employee's salary for the previous year and pay ninety percent (90%) of the premiums due. Eligible employees may choose to purchase additional life insurance coverage or dependent/spouse insurance coverage at their own expense through payroll deduction.

20.02 Income Continuation.

The Employer agrees to make available to eligible regular full-time employees the Wisconsin Public Employers Group Income Continuation Insurance Program. The Employer shall pay the premium for such coverage based on a ninety (90) day waiting period. The remainder of the premium shall be paid by the employee through payroll deduction.

ARTICLE 21 – HEALTH INSURANCE

21.01 Eligibility and Premiums.

The Employer will offer eligible regular full-time employees a group health insurance plan. The Employer agrees to contribute toward the premium for single or family insurance coverage in the amount of ninety-five percent (95%) of the applicable gross premium of the least costly qualified plan within the service area; the remainder of the premium, if any, will be paid by the employee through payroll deduction.

21.02 Change of Insurance Carrier or Plan.

The Employer reserves the right to change the carrier of insurance and the insurance plan at any time upon notification to the Union and without bargaining regarding the change or the impact of the change. Nothing contained herein shall prevent the Employer from offering additional health insurance plans as an option to employees. The Union shall be notified of the Employer's intent to offer additional plans before notification is provided to employees.

ARTICLE 22 – DENTAL INSURANCE

22.01 Dental Insurance.

The Employer will continue to make available to eligible regular full-time employees a group dental insurance plan. Ninety percent (90%) of the premiums for such coverage shall be paid by the employer; the remainder of the premium shall be paid by the employee through payroll

deduction.

22.02 Change of Insurance Carrier or Plan.

The Employer reserves the right to change the carrier of insurance and the insurance plan at any time upon notification to the Union and without further bargaining. Nothing contained herein shall prevent the Employer from offering additional dental insurance plans as an option to employees. The Union shall be notified of the Employer's intent to offer additional plans before notification is provided to employees.

ARTICLE 23 – FLEXIBLE SPENDING ACCOUNT

23.01 Flexible Spending Account.

Regular full-time employees shall be eligible to participate in a flexible spending account (FSA) offered by the Employer. Deductions shall be made by payroll deduction. The Employer reserves the right to change the FSA and/or the third-party administrator for the FSA upon notification to the Union and without bargaining.

ARTICLE 24 – MISCELLANEOUS

24.01 Waiver.

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 provisions.

24.02 Savings Clause.

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that if any clause or clauses of this Agreement shall be determined unlawful said clause or clauses only, to the extent that any may be unlawful, shall be deemed of no force and effect without impairing the validity or enforceability of the remainder of this Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which such offending language may appear.

In the event of such contract clause invalidation, both the City and the Union agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual written consent of the parties.

24.03 Interpretation.

This Agreement is negotiated on the basis of the circumstances, conditions and business necessities of the City of Fitchburg. Any language contained in this Agreement which appears in a collective bargaining agreement with another employer shall be interpreted solely in the context of the City of Fitchburg. Interpretations of such borrowed language by arbitrators, the Wisconsin

Employment Relations Commission or any other third party, agency or court are neither binding nor persuasive authority for interpretation of this Agreement. The parties expressly intend that this Agreement shall be interpreted based on the circumstances, conditions and experience of this Employer.

ARTICLE 25 – WORKER’S COMPENSATION

25.01 Worker’s Compensation.

In the event any employee covered by the terms of this Agreement is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the Employer at the rate as if he or she had not been injured. Said pay shall include his/her worker’s compensation benefits and shall continue for a period not to exceed one hundred eighty (180) working days or twenty-six (26) working weeks. During such period the employee shall receive net pay under the provisions of this paragraph and said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement; provided, however, that no employee, by reason of this paragraph, shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work if the period of disability exceeds seven (7) calendar days.

ARTICLE 26 – DUTIES

26.01 Duties.

The Union agrees that the City may assign bargaining unit members those duties deemed to be in the best interest of the City and efficient use of available personnel. The City acknowledges the primary mission of the Fire Department to be the saving and protection of life and property; therefore, the primary related duties shall include, but not be limited to, firefighting, fire prevention, fire inspection, rescue work, emergency medical first response care, care and maintenance of equipment and apparatus, and the cleaning and maintenance of the quarters and stations as embodied in the departmental job description.

26.02 Common Mess.

Bargaining unit members shall be required to conduct station meals under a common mess with contributions by each bargaining unit employee on a shift, even if the employee chooses not to eat the meal.

ARTICLE 27 – DURATION

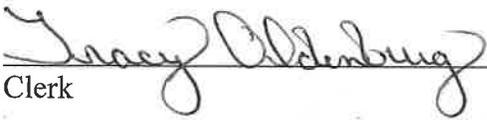
Except as otherwise set forth herein, the provisions of this Agreement will be effective as of the 1st day of January 1, 2019, and shall continue and remain in full force and effect as binding the parties through the 31st day of December, 2021, and be automatically renewed from year to year thereafter, unless one (1) party gives written notice to the other at least sixty (60) days prior to the expiration date, or any anniversary thereof, that the party wishes to engage in negotiations for a

successor contract. If a party gives such notice, the parties shall simultaneously exchange initial bargaining proposals, in writing, at the first scheduled bargaining session.

FOR THE EMPLOYER
CITY OF FITCHBURG

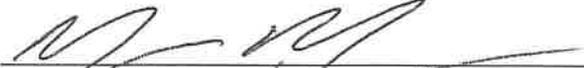


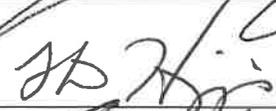
Mayor



Clerk

FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 311







APPENDIX A – WAGES

Salary Commencing January 1, 2019:

Firefighter/Inspector			
	Annual Salary	Hourly (24 Hour)	Hourly (40 Hour)
Starting	\$57,286.66	\$21.1234	\$27.5417
After 1 Year	\$59,890.18	\$22.0834	\$28.7934
After 2 Years	\$62,493.97	\$23.0435	\$30.0452
After 3 Years	\$65,098.03	\$24.0037	\$31.2971
After 4 Years	\$67,050.95	\$24.7238	\$32.2360
After 10 Years	\$68,392.03	\$25.2183	\$32.8808

Salary Commencing January 1, 2020:

Firefighter/Inspector			
	Annual Salary	Hourly (24 Hour)	Hourly (40 Hour)
Starting	\$58,432.48	\$21.5459	\$28.0925
After 1 Year	\$61,088.07	\$22.5251	\$29.3693
After 2 Years	\$63,743.93	\$23.5044	\$30.6461
After 3 Years	\$66,400.07	\$24.4838	\$31.9231
After 4 Years	\$68,392.03	\$25.2183	\$32.8808
After 10 Years	\$69,759.96	\$25.7227	\$33.5384

Salary Commencing January 1, 2021:

Firefighter/Inspector			
	Annual Salary	Hourly (24 Hour)	Hourly (40 Hour)
Starting	\$59,601.08	\$21.9768	\$28.6544
After 1 Year	\$62,309.83	\$22.9756	\$29.9566
After 2 Years	\$65,018.84	\$23.9745	\$31.2591
After 3 Years	\$67,728.13	\$24.9735	\$32.5616
After 4 Years	\$69,759.96	\$25.7227	\$33.5384
After 10 Years	\$71,155.29	\$26.2372	\$34.2093

Lieutenants shall be paid at 7.5% above the current level for their years of service.

Acting Company Officer Compensation

When the Chief or the Chief's designee determines it is necessary to assign a Firefighter/Inspector to the temporary position of Acting Company Officer, the Firefighter/Inspector shall receive a stipend in the amount of ten dollars (\$10) per shift, defined for purposes of Acting Company Officer compensation as 7:00 a.m. to 5:00 p.m. or 5:00 p.m. to 7:00 a.m. Acting Company Officer compensation shall not be payable to Lieutenants.

SIDE LETTER OF AGREEMENT

Between

City of Fitchburg

And

International Association of Firefighters, Local 311

(Longevity Bonus)

The City of Fitchburg and the International Association of Firefighters, Local 311, hereby agree that the following employees will be "grandparented" and continue to receive an annual longevity bonus as set forth in this Side Letter of Agreement: Wayne Aeschbach; David Berman; Jeremy Brueggemann; Adam Dorn; Rob Kunze; Jason Ladwig; and Dale Struckmeyer.

After completion of the third continuous year of full-time employment, employees will be paid an annual bonus equal to the number of years of continuous full-time employment multiplied by Thirty Dollars (\$30.00).

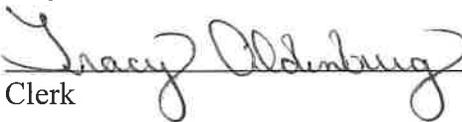
After completion of the fifth continuous year of full-time employment, employees will be paid an annual bonus equal to the number of years of continuous full-time employment multiplied by Forty-Five Dollars (\$45.00).

Longevity bonus payments will be made in the month of January based on years of continuous full-time employment completed in the previous year. Employees separating from employment will be paid a pro-rated longevity bonus according to the following formula: number of years of full-time employment at the next anniversary date times the applicable bonus rate, divided by 12 months, times the number of complete months worked since the last anniversary date for which a longevity bonus was paid.

FOR THE EMPLOYER
CITY OF FITCHBURG

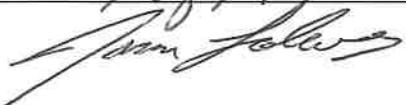


Mayor



Clerk

FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 311



MEMORANDUM OF UNDERSTANDING

Between

City of Fitchburg

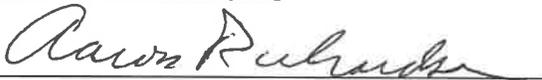
And

International Association of Firefighters, Local 311

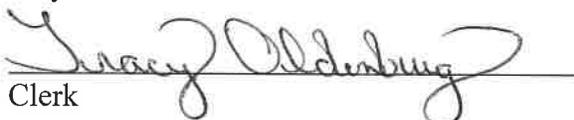
(Mandated Overtime)

The City of Fitchburg and the International Association of Firefighters, Local 311, hereby agree that, on a trial basis during the term of this 2019-2021 collective bargaining agreement, the City will not mandate a bargaining unit member to work during the time period between the employee's last scheduled work day before scheduled paid time off on the books and the employee's first scheduled work day after scheduled paid time off on the books. The City and Local 311 acknowledge and agree that this Memorandum does not otherwise limit the City's management right to mandate overtime. The City and Local 311 further acknowledge and agree that this Memorandum of Understanding expires upon agreement to a successor contract to the 2019-2021 agreement.

FOR THE EMPLOYER
CITY OF FITCHBURG



Mayor



Clerk

FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 311

