AGREEMENT

BETWEEN

THE

CITY OF MARSHFIELD

AND

FIRE FIGHTERS LOCAL 1021 IAFF

2012-2013

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2012-2013 EMPLOYMENT CONTRACT BETWEEN

THE CITY OF MARSHFIELD AND FIREFIGHTERS LOCAL 1021

THIS AGREEMENT, made and entered into this 1st day of January, 2012; by and between the CITY OF MARSHFIELD, through its Mayor and City Clerk, and by the POLICE AND FIRE COMMISSION, hereinafter collectively referred to as the "CITY" and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL UNION #1021, hereinafter referred to as the "UNION".

It is expressly understood between the parties to this agreement that the provisions herein shall in no way modify or change the provisions of Section 62.13 of the Wisconsin Statutes, 1961, as provides for the establishment and powers of a police and fire commission for cities, and the rights of firefighters employed by the City of Marshfield.

It is further understood by the parties that Section 62.13 of the Wisconsin Statutes is an enactment of statewide concern for the purpose of providing a uniform system of regulation of fire departments within the State of Wisconsin, in case of any conflict with the provisions of this agreement and the statutory provisions of Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provision of this agreement to the contrary.

WHEREAS, the mutual interests of the parties hereto are recognized by this agreement for the operation of the Fire Department of the City of Marshfield, under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and the facilities of fair and peaceful adjustment of differences that might arise from time to time, and promulgating of rules and regulations and ethical conduct of business relations between the employer and employee, and to provide the best possible fire protection for life and property to all of the citizens of the City of Marshfield.

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE I - RECOGNITION

Section 1: The City recognizes the Union as the exclusive bargaining agent for the regular full-time employees of the Fire Department of the City of Marshfield, excluding the Chief and the Deputy Chiefs of said Fire Department.

ARTICLE II - UNION ACTIVITY

Section 1: The Union agrees to conduct its business off the job as much as possible. The Union shall be allowed to hold its meeting at Fire Station No. 1. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this agreement, shall not work to prevent certain routine business such as the posting of Union notices and bulletins and like duties. The City agrees to make the necessary space available for the posting of union notices and bulletins. Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer, or superior officer of that Union officer or member.

Section 2: The Union shall be required to provide written notification to the Chief and the Personnel Department within a reasonable period of time following the election or selection of Union officers, stewards or other union officials including members of the bargaining and grievance committee. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal work day.

ARTICLE III - SUSPENSION OR DISMISSAL

Section 1: Procedure: All matters of discipline, suspension or termination of employment shall be subject to the provisions of Section 62.13 of the Wisconsin Statutes, if the discipline is for a violation of the terms of the collective bargaining agreement it shall be subject to the grievance procedure contained herein.

Section 2: Discipline Steps: The concept of progressive discipline is encouraged whenever possible. Progressive discipline is considered to include the following sequence. Failure to follow this sequence shall not void the City's discipline of an employee.

A) Oral or written warning
B) Written reprimand
C) Suspension
D) Termination of employment or reduction in rank

Oral reprimands not followed by further disciplinary action for the same or similar activity during a subsequent 12 month period, will be removed from further consideration when reviewing an employees file for possible future discipline.

Section 3: Access to Personnel Files: All personnel shall have the right to review their personnel files at reasonable times and to contest or add to the materials contained therein. Access to Personnel files is covered by the City Ordinance and the procedures for this review are explained in that ordinance.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: Definition of Grievance: Any difference of opinion or misunderstanding which may arise between the City and the Union or a member of the Union, involving the interpretation or application of the provisions of this Agreement, shall be handled as follows:

Section 2: Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent. A working day for the purposes of the grievance procedure is defined as any one of five (5) days, 8:00 A.M. to 5:00 P.M., Monday through Friday. Where possible all grievances shall be processed outside the normal work day. The City shall allow Union representatives the necessary time to process grievances involving health and safety during the course of the duty day.

Section 3: Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 4: Steps in Procedure:

STEP 1: The grievant and or Union shall contact the Deputy Chief within thirty (30) calendar days after he knew or should have become aware with the exercise of reasonable diligence, the cause of such grievance. In the event of a grievance the employee shall perform his assigned work task, unless continued performance affects his health or safety and grieve his complaint later. The Deputy Chief shall within five (5) working days inform the Employee and the Union of his decision.

STEP 2: If the grievance is not settled at STEP 1, the grievant may, within ten (10) working days after the oral decision of his immediate supervisor, prepare a written grievance to the Fire Chief. The Chief shall meet with the employee and not to exceed three (3) on duty Union representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the employee. The Chief shall then review and further investigate the grievance and inform the aggrieved employee and the Union in writing of his decision within five (5) working days after the meeting between the grievant and the Chief.

STEP 3: If the grievance is not settled in STEP 2, the grievance may be appealed to the Finance, Budget and Personnel Committee through the Personnel Department. This appeal shall take place within five (5) working days after receipt of the written decision of the Fire Chief. The Finance, Budget and Personnel Committee shall then answer the appeal after reviewing the record and investigating the grievance within ten (10) working days. The Personnel Department shall inform the aggrieved employee and the Union in writing of its decision.

Section 5: Group Grievance:

a) Grievances affecting a large number of employees shall be treated as a policy grievance procedure. The Union may appoint representatives for the Union and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointment.

Section 6: Arbitration:

a. **Time Limits:** If the grievance is not settled in the third step the grievance may be appealed to arbitration by the employee and the Union giving written notice to that effect to the Personnel Department within thirty (30) calendar days after the written decision in STEP 3 is received.

b. **Selection of Arbitrator:** The Arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision of the Arbitrator shall be final and binding on all parties except for judicial review.

c. **Arbitration Hearing:** The Arbitrator shall use his best efforts to mediate the grievance before the formal arbitration hearing. The arbitrator appointed by the Wisconsin Employment Relations Commission shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding on both parties.

d. **Cost:** Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees.

ARTICLE V - INSURANCE

Section 1: Hospital and surgical insurance shall be paid eighty- five percent (85%) by the City and fifteen percent (15%) by the employee. (The parties dispute whether it's a prohibitive subject of bargaining. The Employer agrees to the following language provisionally only until the law is settled or until December 31, 2013.) The insurance

plan shall be Security Health Plan which incorporates a $500/single and a $1,500/family plan deductible. In addition, there will be a co-pay on prescription drugs utilizing a $10 generic and $20 brand name co-pay on prescriptions. The insurance plan will contain a vision care plan. A summary of the health and vision plan is attached. Employees who retire will be allowed to stay under the City's health insurance until age sixty-five (65). Those electing this option must pay the full premium to the Finance Department and such payment must be timely according to the payment schedule of the Finance Director. This contractual provision is contingent upon acceptance of this type of arrangement by the City's health insurer and the municipal employer will be held harmless for any changes made beyond its control.

The City shall allow members to participate in the Non-Represented Employees Dental Plan at 100% member paid premiums, effective 30 days, then first of the month after ratification.

Section 2: Life Insurance, fifty percent (50%) of the cost of the premium, up to a maximum of $10,000 of an employee's life insurance policy shall be paid by the City. All employees shall be covered under the condition of the said policy, pertaining to life insurance protection, such policy being carried by the City of Marshfield, with such company as may be determined by the City.

Section 3: The provisions of the Wisconsin Statutes dealing with the Wisconsin Retirement Fund shall be made a part of this agreement by reference.

ARTICLE VI - FAIR SHARE

Section 1: Dues Deduction: The employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees, and assessments of the Union and agrees to remit to said Union the amount of money certified by the Union as being the monthly dues uniformly required of all employees by the end of the month for which the deduction is made. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

Section 2: Fair Share:

a. **Membership Not Required:** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed or sex.

b. **Employee Representation:** The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by

paying an amount to the Union equivalent to the amount of local dues uniformly required of members of the Union.

c. **Responsibilities of the Employer and the Union:**

1. If, through inadvertence or error, the employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the Union. The employer shall not be liable to the Union, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum.

2. **Indemnification and Hold Harmless Provision:**
The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, orders, judgements, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the employer under this section.

ARTICLE VII - HOURS OF WORK

Section 1: The normal work week shall be fifty-six (56) hours. All time worked over fifty-six (56) hours per week shall be considered overtime and be paid at the rate of time and one-half (1 ½) such employee's regular rate. When employees are required to work a complete twenty-four (24) hour shift, said employees shall be paid straight time for the twenty-four (24) hours.

The normal work week shall be fifty-six (56) hours. All time worked outside of the employee's regularly scheduled day of work shall be considered overtime and be paid at the rate of time and one-half (1 1/2) such employee's hourly rate.

Section 2: Any employee called in to work at any time other than his regularly scheduled day of work, without 24 hours advance notice, shall receive a minimum of three (3) hours call back pay at the rate of time and one-half (1 1/2).

Section 3: The cycle of work shall be twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty and ninety-six (96) hours off duty. Shift changes shall be made at 8:00 A.M. each day.

Section 4: Trading of time between individual members of the Fire Department shall be allowed provided that officers trade only with other officers or Relief Lieutenants as designated by the Fire Chief and that firefighters trading have comparable abilities or have demonstrated satisfactory performance of equipment they must man when replacing a firefighter. Trades of more than four (4) hours must be approved 24 hours in advance of the trade by the Fire Chief, or a Deputy Fire Chief in the absence of the Fire Chief or Deputy Fire Chief, then by the Lieutenant. Trades of less than four (4) hours may be approved by the shift officer without a minimum time notice requirement.

ARTICLE VIII - VACATIONS

Section 1: The Fire Chief shall administer the vacation schedule according to the terms of this agreement. He shall reserve the right to determine the number of personnel to be on vacation at any one time.

Section 2: Employees shall receive vacation as follows:

Years of Service	Vacation Time
After one (1) years' service	Three (3) days
After two (2) years' service	Six (6) days
After seven (7) years' service	Nine (9) days
After fourteen (14) years' service	Twelve (12) days
After twenty (20) years' service	Fifteen (15) days

Section 3: Employees shall be eligible for vacation benefits on their anniversary date and such vacations shall be taken within one (1) year following the anniversary date.

Section 4: All employees who are eligible for vacation shall submit their choices of dates to their department head by April 1. When two or more employees request the same dates, the senior employee shall have first choice and the selection of the 2 senior employees shall be honored. Vacation periods of all employees, except those not entitled to one week, shall be administered as follows:

1. Single vacation day picks prior to the first round picks shall be limited to January 1 through April 30.

2. First round vacation day picks shall be taken in minimum three day units within the work cycle.

3. Following first round picks, single vacation days may be taken from May 1 through December 31.

However, the choice and length of vacation may be changed by mutual agreement between the employee and the department head.

Section 5: An employee who gives at least two (2) weeks prior notice to quitting, and employees whose service is being terminated due to discharge, death, or retirement shall receive pay for their accrued and unused vacation benefits; at their regular rate of pay at the time of termination. If an employee terminates before the 15th of the month, he shall not receive credit for the month; if the termination occurs on or after the 15th of the month he shall receive credit for a full-month towards vacation accrued.

ARTICLE IX - SICK LEAVE

Section 1: A permanent employee shall accumulate one day of sick leave credit for each calendar month of service, except that in the event such service commences after the 15th day of the month, no credit will be given for that month. Each day of sick leave credit so accumulated shall be used as a basis for sick leave pay while an employee is absent because of illness. Employees with less than 30 months service shall be granted 30 days of banked sick leave. Any sick leave taken during this first 30 months of service shall be charged against this account and the accumulation after 30 months service will start from the number of unused days.

Section 2: Sick leave days under this plan shall be accumulated to a total of 90 days. For example, during each year of perfect attendance, an employee accumulates 12 days of sick leave credit. If none of these days are used, they are added to the days accumulated in the following years. In a period of seven and one-half years, an employee could accumulate 90 days of sick leave credit.

Section 3: In order to be granted sick leave with pay, an employee must call the fire department prior to 0700 hours and give the reason for his absence. The employee must keep the Chief or duty officer informed of his condition, for an extended illness, by submitting a medical certificate for all absences of more than two (2) consecutive scheduled work days.

Section 4: Sick leave accumulated under this plan is canceled if and when an employee leaves his/her employment voluntarily or is discharged for cause. Sick leave credits shall be transferable from one City Department or position to another.

Section 5: In the event an employee who is scheduled to work on a trade under the terms of ARTICLE VII – HOURS OF WORK is absent from work because of illness, sick leave shall be charged against the account of the ill employee (e.g. the employee who is scheduled to work and fails to report to work because of illness).

ARTICLE X - EMERGENCY LEAVE

Section 1: In the event of a death in the immediate family of an employee, he/she shall be granted three consecutive days off and shall be compensated for regularly scheduled work days during these three days. The three consecutive days include the day of the funeral, the day before and the day after. Immediate family is defined as that employee's mother, father, mother-in-law, father-in-law, step parents, guardian, spouse, sisters, brothers, children or step children.

Section 2: All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also receive four (4) hours off, with pay, with the permission of his commanding officer. Permission shall be granted for this service unless an emergency exists, and if not detrimental to the job in the opinion of such commanding officer.

Section 3: An employee shall be granted three consecutive days off through his/her choice of using a vacation day, paid holiday, or compensatory day. The three consecutive days include the day of the funeral, the day before and the day after the funeral for deaths of relatives (relatives include grandparents, grandparents in-law, grandchildren, brother-in-law, sister-in-law, uncles, aunts, nephews and nieces). This provision shall only apply to regularly scheduled work days.

Section 4: One (1) scheduled day of work leave may be granted with pay for weddings in the immediate family falling on a scheduled day of work.

Section 5: One (1) scheduled day of work leave may be granted with pay for a birth in the household falling on a scheduled day of work.

Section 6: A trade of greater than four hours will be approved without 24 hours advance notice for the care of an immediate family member as defined in Section 1 of this article.

ARTICLE XI - ADDITIONAL COMPENSATION

Section 1: There shall be paid the sum of twenty-two and 50/100 dollars per day to an employee when assigned as a Second Officer position.

Section 2: In the event an employee is assigned as a Shift Commander for a twenty-four hour shift, the employee will receive a payment of forty dollars per day for such assignment.

Section 3: There shall be paid a sum of six dollars ($12.50 effective on 1-1-09) per day to an employee when on duty as a Motor Pump Operator (MPO) or Aerial Truck Operator.

Section 4: There shall be paid the sum of seven and 50/100 dollars ($7.50) per day per employee for being on the First Ambulance Crew. Any employee assigned the responsibility of paramedic shall be paid the sum of ten dollars ($10.00) per day, per employee in lieu of any payment normally received under this paragraph. This provision shall not apply to back-up crew who might be called in, but only to the First Ambulance Crew. The most senior EMT-Basic or EMT-Paramedic assigned to the first ambulance shall be paid the equal to the sum of the Motor Pump Operator (MPO).

Section 5: Wages of employees who are Wisconsin State licensed paramedics shall be increased by an additional three percent (3%) of a top step fire fighter's base rate as compensation for obtaining the paramedic license. The increase shall be effective upon certification. If the employee loses such certification, the employee shall not continue to receive this additional payment.

Section 6: Effective January 1, 1999, $50.00 per incident shall be paid to each member responding to the site of an incident determined by the Chief to be a hazardous materials incident in accordance with the definition of a Level B Incident as spelled out

in the contract with Wood County, as long as designated as a Level "B" responder for Wood County.

ARTICLE XII - LONGEVITY

Section 1: All full-time employees who have continuous uninterrupted service or prior eligible service shall be eligible for longevity pay according to the following terms: Each employee shall receive a longevity payment in addition to their regular payroll check and each individual payment shall be computed on the following basis:

Years	Dollars Per Month
5 to 10 years	$11.00
10 to 15 years	$22.00
15 to 20 years	$33.00
20 to 25 years	$44.00
over 25 years	$55.00

Section 2: Longevity payment shall accrue from the payroll period immediately following the payroll period in which the employees anniversary date of hire falls. Longevity pay is not part of the employee's base pay and will not be included when calculating overtime payments.

ARTICLE XIII - RETIREMENT

Section 1: The Employer agrees to participate in the Wisconsin Retirement System. The Employer shall pay 100% of the employer's required contribution to the Wisconsin Retirement System. The employee shall pay 2% of the employee share on June 1, 2012, 4% on January 1, 2013, with the employee paying the full employee share of the Wisconsin Retirement System on December 31, 2013.

ARTICLE XIV - HOLIDAYS

Section 1: All employees shall receive the following ten (10) holidays.

New Years Day	Thanksgiving Day
Labor Day	Memorial Day
Christmas Day	Veterans Day
July Fourth	Three Floating Holidays

Section 2: All employees shall receive a full day's pay in addition to regular pay for four (4) paid holidays and compensatory days off for the other six. If an employee desires and time is available, the employee may take other holidays as compensatory

time off instead of pay. However, it is mandatory that each employee shall take at least six (6) compensatory days off.

Section 3: The payment check for holidays not taken off as compensatory days will be paid with the payroll check prior to Thanksgiving, unless the Comptroller's office is experiencing extenuating circumstances that would prohibit such payment.

ARTICLE XV - EDUCATIONAL BENEFITS

Section 1: The City will reimburse the employee for the actual cost of books and tuition for courses necessary to complete an approved, job related Associate or Bachelor's degree in which any "C" grade or better is obtained. The City agrees to initially pay for all tuition and books for courses, upon the employee submitting bills or proof of payment. Proof of satisfactory final grade as defined above is necessary upon completion or employee shall be responsible for payment of all course expenses to the City. This benefit applies when the cost is not eligible to be paid by some other governmental agency.

Section 2: All Fire Fighters with one (1) year of service shall receive pay for a school incentive program for an Associate or Bachelor's degree as follows:

Associate degree	*Half completed $10 per month
	Upon graduation $25 per month
Bachelor's degree	*Half completed $30 per month
	Upon graduation $40 per month

Effective 1/1/99, the incentive program for an associate degree will not be available to newly hired firefighters. The Bachelor's degree program will be available to firefighters with one (1) year of service and they shall receive pay for a school incentive program for a Bachelor's degree as follows:

*Half completed $30 per month
*Upon graduation $40 per month

* As defined and confirmed by the institution in which the employee is enrolled for the degree program.

All courses must be from an accredited institution.

ARTICLE XVI - PROBATIONARY PERIOD

Section 1: No employee shall be considered a permanent employee until he has been satisfactorily employed for a period of one year.

Section 2: Any employee promoted to management, who does not perform satisfactorily in the new position, shall have the right to return to his/her previous

position with no loss in seniority or benefits. The above shall apply only during the probationary period and so long as he/she continues to be a member in good standing.

ARTICLE XVII - CLOTHING ALLOWANCE

Section 1: Each employee shall be entitled to an annual clothing allowance of three hundred and fifty dollars (350.00) per year (four hundred ($400.00) per year beginning January 1, 1999). Employees shall be required to purchase uniforms from an agreed upon supplier. The City will make the payment on the second payday in January.

Section 2: The City shall be responsible for the purchase and maintenance of necessary turnout gear including, but not limited to the following: helmet-complete; coat; day boots; bunker pants; bunker boots; gloves and suspenders. This gear shall remain the property of the City.

ARTICLE XVIII - WORKER'S COMPENSATION

Section 1: Definition: A regular full-time employee who sustains an injury while performing within the scope of his employment as provided by Chapter 102 of the Wisconsin Statutes (Workers Compensation) shall continue to receive the difference in pay between the Worker's Comp. payment and his regular pay for a period of 30 scheduled work days. He may continue to receive full pay by requesting the City to pay the difference between his regular gross pay and his worker's compensation payments for the period of time of the injury under the following conditions:

Section 2: Restrictions:

1. The employee must have accrued unused sick leave, paid holiday or vacation benefits to be eligible to receive benefits. New employees may use their 30 day bank as payment for this benefit.

2. If the employee has accrued unused sick leave, paid holiday or vacation benefits, the employee must contact the Fire Chief in writing, requesting that the City pay the difference between the worker's compensation benefits and regular gross pay. The exception shall be that the City provide this benefit automatically if the employee is so seriously injured that he cannot request it, and has the accrued sick time to cover it.

3. The employee must substantiate to the City's satisfaction, actual receipt and amount of each worker's compensation payment.

4. The City shall deduct from accumulated sick leave, paid holiday or vacation benefits, the actual time needed to generate sufficient money to make up the difference between the worker's compensation payment and the amount of the employee's regular gross pay. It shall be the employee's choice from where the deduction shall be made.

5. When sick leave, paid holiday or vacation benefits have been exhausted, the employee shall continue to receive worker's compensation payments.

ARTICLE XIX - GENERAL PROVISIONS

Section 1: Employees shall not be assessed or charged for loss or damage of City property or materials unless such loss or damage occurred as a result of the willful and malicious act of an employee.

ARTICLE XX - SAFETY

Section 1: Mutual Cooperation: The City and the Union shall cooperate in a continuing effort to eliminate accidents and health hazards by promoting health and safety education, by being alert to hazardous conditions, and by encouraging all employees to work in a safe manner.

Section 2: Safety Committee: The employer will establish a safety committee composed of representatives from all departments in the City. The Union agrees to participate in the formulation of safety policy by Union representation on the Safety Committee consisting of one member appointed by the Union. The function of the Safety Committee shall be to advise the City concerning occupational safety and health matters. In the discharge of its function, the Safety Committee shall review existing practices and rules relating to occupational safety and health; suggest changes in existing practices and rules; review accidents and recommend corrective actions and preventative measures.

Section 3: Safety Rule Violations: Employees who disregard or otherwise violate department safety rules, procedures or practices will be subject to disciplinary action.

ARTICLE XXI - JURY DUTY PAY

Section 1: Policy: When an employee is absent from scheduled work for the purpose of performing jury duty, he/she shall be entitled to his/her regular compensation less the amount received as compensation for jury duty fees. The employee will retain all compensation received for jury duty.

Section 2: Procedure for Payment:

a. When an employee is absent on Jury Duty, it should be reported on the Employee's time card.

b. When an employee is reimbursed for his/her jury duty, that employee must inform the Comptroller's Office of the amount received.

c. The amount compensated for jury duty fees, exclusive of mileage, will be deducted from his/her next payroll check.

ARTICLE XXII - SENIORITY

Section 1: Definition of Seniority: Seniority shall commence upon date of hire as a full time Fire Fighter of the Marshfield Fire Department and be based upon the actual continuous length of service for which payment has been received by the employee. Employees with the same employment date shall be assigned to the seniority list in order of their eligible ranking on the (Civil Service) Eligibility List.

Section 2: Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. Quits.

2. Is discharged and not reinstated.

3. Is absent from work for three (3) consecutive work days without notification to the employer, unless unable to notify for personal or other reasonable excuse.

4. Fails to report to work within ten (10) working days after having been recalled from layoff.

5. Fails to report for work at the termination of a leave of absence.

6. While on a leave of absence for personal or health reasons accepts other full-time employment without permission.

7. The seniority chain shall remain unbroken during the period of time when an employee is on worker's compensation or on suspension.

8. Retires.

ARTICLE XXIII - RESIDENCY

Section 1: Employees shall be allowed to reside within a fifteen (15) mile radius of the Central Fire Station.

ARTICLE XXIV - COMPENSATORY TIME OFF

Section 1: In lieu of overtime pay, bargaining unit members shall be allowed to elect and accrue compensatory time, at the rate of time and one half, up to a maximum of 144 hours.

Section 2: Bargaining unit members shall be allowed to cash out accrued compensatory time at their base hourly rate at their discretion. Bargaining unit members shall give the City thirty days (30) notice of the amount the employee would like to cash out. Seventy-two (72) hours of compensatory time shall be allowed to be carried over to the next calendar year, however the remaining hours are to be paid out in the first pay period in December.

ARTICLE XXV – POST EMPLOYMENT HEALTH PLAN (PEHP)

Section 1: The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code with the employee paying for any administration costs. Beginning on the first payroll date following the passage of the Agreement or implementation of an arbitration award the City will contribute $140 per year to a PEHP account as a health care contribution that is non-pensionable under the Wisconsin Retirement System for each employee. Effective December 31, 2013, the employer shall no longer make any contributions to the Post Employment Health Plan. Effective December 31, 2013 at 11:59 p.m., all pay steps shall receive a lump sum increase of one hundred dollars.

ARTICLE XXVI – LIEUTENANT PROMOTIONAL PROCESS

Section 1: Promotions to Lieutenant - In cases of promotions to Lieutenant, the Chief, prior to making his recommendations to the Police and Fire Commission, shall implement the following procedure:

Section 2: Notice of promotional process will be posted at least forty-five (45) days prior to the date of the promotional process beginning.

Section 3: Only employees with seven (7) years of service in the Marshfield Fire and Rescue Department shall be eligible to take the test.

All Personnel who have had a minimum of forty-five (45) days experience as a Second Officer or Shift Commander within the past five (5) years shall be eligible to take the test and be eligible for promotion when a vacancy occurs. In the event that no Second Officer or Shift Commander qualifies for a promotion pursuant to this article, the Chief may accept personnel with at least seven (7) years full-time firefighting experience in the Marshfield Fire and Rescue Department as eligible for promotion.

Section 4: Each candidate's final score will be calculated by taking the raw score for each measurement tool and adjusting the score based on the following weighting system:

10% to Written Examination; 10% to Second Officer Experience; 15% to Shift Command Experience; 10% to Program Management Experience, 10% to Education Level; 15% to Assessment Center; 10% to Panel Interview; and 10% to Chief Interview. Seniority shall be added on to the cumulative scores of each candidate with .5% for each full year of service in the bargaining unit up to a maximum of 10%. This weighting is based on a 100% possible weighted score. The candidates will be placed on a promotional eligibility list in rank order and the candidate with the highest cumulative weighted score will be promoted first, followed by the candidate with the next highest cumulative weighted score, and so on.

a Written Examination. The test shall consist of one-hundred-(100)-multiple-choice questions. These shall be drawn from the IFSTA manuals designated by the Fire Chief, two (2) other fire service resource books designated by the Fire Chief, and the policies, procedures, rules and regulations of the Marshfield Fire and Rescue Department. An adequate number, but not less than three (3) copies each, of the IFSTA manuals and fire service resource books used to develop the test will be made available at the fire station for candidate use in preparing for the test.

b Second Officer and Shift Commander experience will be calculated by adding the number of hours that have been worked as a Second Officer or Shift Commander in the past five years

c. Program Management Experience will be calculated by providing three (3) points for each program a candidate has been responsible for and one (1) point for program (s) participated in over the past five years.

d. Education Level will be calculated by assigning one of the following: an additional two (2) points for an Associate Degree. (4) points for a Bachelor Degree, and six (6) points for a Master's Degree.

e. Assessment Center Points will be calculated based upon the ranking of all participants.

f. Panel Interview. Each applicant shall be interviewed individually and graded on a scale of one-hundred (100) percent. The candidates will be interviewed by a panel of 4 persons consisting of the following: one (1) member of Local 1021 Executive Board: one (1) Chief Officer of the Marshfield Fire and Rescue Department: and two (2) members (Lieutenant or higher including Chief Officers) of a surrounding full-time or full-time/combination fire department (currently Wausau, Weston, Wisconsin Rapids, Rib Mountain, Plover or Stevens Point). One interviewer of a surrounding full-time or full-time/combination

department will be chosen by Local 1021 and the other will be chosen by a Chief Officer of the Marshfield Fire and Rescue Department.

g A list of interview questions and/or scenarios will be provided to the interview panel by the Marshfield Fire and Rescue Department Fire Chief, and all candidates will be graded on the same questions. The score derived from all four (4) interviewers will be averaged to calculate the final score of each applicant in this area.

h. Chiefs Interview. Each applicant will be interviewed by the Fire Chief. An applicant's interview will be scored, using a 15 point scale, by the Chief. Each applicant will be allowed to view his/her score after the eligibility list is published, if a candidate is given a score of less than three (3) points, the Chief will provide feedback to the candidate explaining why their score was low.

Scores, both cumulative and by category, with the exception of seniority, will be identified by random code number assigned to each applicant for this promotion. The code number of all successful candidate(s) will be shared with the Union President.

Section 5: An eligibility list will be established consisting of all candidates with a cumulative score of more than 60%, or higher for the position the candidate applied for. The eligibility list will be used to fill vacancies occurring within twelve (12) months from the posting date of the promotional results.

Section 6: The promoted employee shall serve a probationary period of six (6) months. If this probationary period is not successfully completed he/she will be returned to his/her former position without loss in seniority or benefits.

ARTICLE XXVI - RESERVATION OF RIGHTS

Section 1: The City retains all of the rights, powers, and the authority exercised or had by it prior to the time the Union became the collective bargaining representative of the employees here represented, except as specifically limited by express provision of this agreement.

ARTICLE XXVII - AMENDMENT AND RENEWAL PROVISION

Section 1: This agreement is subject to amendment, alteration or addition only by a 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 of its terms and conditions.

Section 2: This agreement shall be in effect upon the date of signing and shall remain in full force and effect and shall be automatically renewed from year to year unless negotiations are instituted by July 15 of any contract year. Such negotiations must be completed by December 31st of any contract year.

Section 3: Should any section, clause, or provision of this contract be declared by the courts or by an administrative body to be invalid, the same declaration shall not affect the validity of the contract as a whole or any part thereof, other than the part so declared to be invalid. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

IN WITNESS WHEREOF, the parties hereto have executed this employment contract this 1st day of January 2012**,** which will continue in full force until December 31, 2013**.** This agreement shall remain in full force and effect until a subsequent agreement has been reached between the parties, but in no event greater than 2 years.

POLICE & FIRE COMMISSION OF THE CITY OF MARSHFIELD

BY Randy Gershman
Commissioner

CITY OF MARSHFIELD

BY Chris Meyer
Mayor

BY Deb M. Hall
City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #1021 AFL-CIO

BY Brad Breuer
President

BY Jody Clements
Executive Board Member

APPENDIX "A"

The monthly wages to be paid to the employees governed by this contract with the city shall be as follows (the monthly salary is determined by dividing the annual salary by 12):

1-1-12 (0%)

	MONTHLY	ANNUAL
Lieutenant	$4,790	$57,484
Fire Fighter III	$4,478	$53,730
Fire Fighter II	$4,354	$52,247
Fire Fighter I	$4,252	$51,026
Recruit Fire Fighter	$4,078	$48,939

1-1-13 (1%)

	MONTHLY	ANNUAL
Lieutenant	$4,838	$58,059
Fire Fighter III	$4,522	$54,267
Fire Fighter II	$4,397	$52,769
Fire Fighter I	$4,295	$51,536
Recruit Fire Fighter	$4,119	$49,428

7-1-13 (1.5%)

	MONTHLY	ANNUAL
Lieutenant	$4,911	$58,930
Fire Fighter III	$4,590	$55,081
Fire Fighter II	$4,463	$53,561
Fire Fighter I	$4,359	$52,309
Recruit Fire Fighter	$4,181	$50,169

12-31-13 ($100)

	MONTHLY	ANNUAL
Lieutenant	$4,919	$59,030
Fire Fighter III	$4,598	$55,181
Fire Fighter II	$4,472	$53,661
Fire Fighter I	$4,367	$52,409
Recruit Fire Fighter	$4,189	$50,269

The salaries listed above are rounded to the nearest dollar.

APPENDIX "B"

Both management and the employees of the Marshfield Fire Department have recognized the need for a highly skilled and flexible staff of firefighters to be trained through a formalized apprenticeship training system. For that purpose, both management and employee representatives have sought to develop an apprenticeship program intended to provide planned progressive work and learning experiences combined with classroom instruction to apprentices learning the firefighter occupation within the department.

The term of apprenticeship shall be in accordance with the state program, and shall include a probationary period as established by the department.

Both management and the employees of the department agree to implement the Firefighter Standards of Apprenticeship for the City of Marshfield Fire Department that were approved and adopted March 5, 1981.