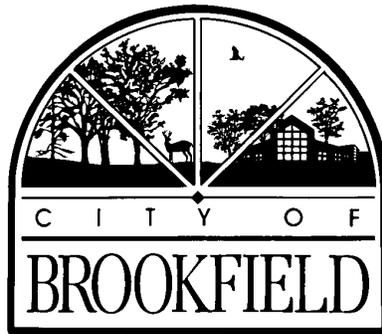


**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF BROOKFIELD**



**And**

**LOCAL 2051, BROOKFIELD PROFESSIONAL FIREFIGHTERS  
ASSOCIATION (B.P.F.A.)**



**2015 - 2017**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 2 - AUTHORITY AND RESPONSIBILITY OF THE EMPLOYER.....</b>	<b>1</b>
<b>ARTICLE 3 - ASSOCIATION AFFAIRS.....</b>	<b>1</b>
<b>ARTICLE 4 - RULES AND REGULATIONS .....</b>	<b>2</b>
<b>ARTICLE 5 - HOURS.....</b>	<b>3</b>
<b>ARTICLE 6 - INSURANCE .....</b>	<b>3</b>
<b>ARTICLE 7 - CLOTHING ALLOWANCE .....</b>	<b>6</b>
<b>ARTICLE 8 - RETIREMENT PENSIONS.....</b>	<b>6</b>
<b>ARTICLE 9 - VACATIONS .....</b>	<b>6</b>
<b>ARTICLE 10 - SICK LEAVE .....</b>	<b>8</b>
<b>ARTICLE 11 - MILITARY LEAVE .....</b>	<b>9</b>
<b>ARTICLE 12 - FUNERAL LEAVE.....</b>	<b>9</b>
<b>ARTICLE 13 - SALARY SCHEDULE .....</b>	<b>10</b>
<b>ARTICLE 14 - FIREFIGHTER/PARAMEDICS.....</b>	<b>11</b>
<b>ARTICLE 15 - OVERTIME.....</b>	<b>12</b>
<b>ARTICLE 16 - PROMOTIONS .....</b>	<b>12</b>
<b>ARTICLE 17 - HOLIDAYS.....</b>	<b>14</b>
<b>ARTICLE 18 - GRIEVANCE PROCEDURE .....</b>	<b>14</b>
<b>ARTICLE 19 - FAIR SHARE AGREEMENT .....</b>	<b>15</b>
<b>ARTICLE 20 - POLITICAL ACTIVITIES.....</b>	<b>16</b>

**ARTICLE 21 - NO STRIKE** .....17

**ARTICLE 22 - LAYOFFS** .....17

**ARTICLE 23 - AMENDMENT**.....17

**ARTICLE 24 - NO OTHER AGREEMENT** .....17

**ARTICLE 25 - SAFETY PROVISION**.....17

**ARTICLE 26 - FAMILY AND MEDICAL LEAVE LAWS** .....18

**ARTICLE 27-SAVINGS CLAUSE** .....18

**ARTICLE 28 - TERM OF AGREEMENT** .....18

**MEMORANDUM OF UNDERSTANDING** .....18

**APPENDIX – HOURLY RATE SCHEDULE** .....21

## **AGREEMENT**

THIS AGREEMENT, entered into by and between the CITY OF BROOKFIELD, by its Mayor and Director of Human Resources, acting pursuant to resolution of its Common Council (hereinafter referred to as the "City" or "Employer," and the "BROOKFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 2051, (B.P.F.A.) by its duly authorized President and Secretary (hereinafter referred to as the "Association" or "Employees").

### **ARTICLE 1 - RECOGNITION**

**1.01** The City hereby recognizes the Association as the exclusive bargaining agent for all sworn positions in the Fire Department of the City of Brookfield excluding those in the rank of Chief, Assistant Chief, and Deputy Chief.

### **ARTICLE 2 - AUTHORITY AND RESPONSIBILITY OF THE EMPLOYER**

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

The powers and authority retained by the City shall not be exercised in any manner to undermine the Association.

### **ARTICLE 3 - ASSOCIATION AFFAIRS**

**3.01** The Association shall notify the Chief in writing of the names of Association officers and members of the Grievance and Bargaining Committee. The Association shall provide to the Chief such periodic notices in writing as are needed to keep the Chief currently informed. To facilitate a prompt response to an emergency recall to duty, the Association shall be allowed to conduct its meetings in appropriate locations within the fire stations of the City, free of charge, with the prior approval of the Chief or other officer in charge. If employees on duty are involved, such meetings shall occur after 6:00 p.m., providing, however, that members of the Association Executive Board who are on duty may leave the employee's assigned station to participate in such meetings with the prior approval of the officer in charge. The Association shall advise the Chief in writing, upon selection of the names of the Association officers and members appointed to the Grievance and Bargaining Affairs Committee.

**3.02** The Association shall have the right to post notices on bulletin boards located within the fire stations at places approved by the Chief relating to social affairs or Association business.

**3.03** Reasonable time from duty without deduction from pay shall be granted not more than three employees acting as members of the Grievance Committee or officers of the Association for investigation and consideration of grievance and for meeting with the City, providing such investigations, consideration and meetings do not interfere with department duties. A grievant may also attend a meeting related to the grievant's particular grievance when on duty without loss of pay, providing also it does not interfere with departmental duties. If duties prevent a grievant from attending a meeting relating to the grievant's grievance, it shall be rescheduled to a time when the grievant can be present.

**3.04** Notwithstanding the above, no employee on duty shall make such investigation, except for casual or informal conversations, or attend such meeting without prior notice to the commanding officer, nor shall any employee on duty at a station leave such station to participate in such investigation or meetings without the approval of the commanding officer.

**3.05** Not more than four (4) representatives of the Association, whether Committee members or officers, may be temporarily excused from duty to attend a regularly scheduled negotiation session, if they are in the fire station or at the City Hall, unless such meeting is scheduled at another location by the City, upon condition that they first secure the consent of the Chief, if available, and if not, then the officer in charge, which shall not be unreasonably withheld, and upon further condition that such members shall remain subject to the call to duty from each bargaining session in the event that the Chief or other officer in charge deems it necessary.

#### **ARTICLE 4 - RULES AND REGULATIONS**

**4.01** The rules and regulations of the Brookfield Fire Department shall not modify or contradict any provision of this Agreement. No employee shall be required by order of the Chief to perform any duty which is demeaning, unreasonable, useless, beyond the capabilities of the employee, or which is not fire or emergency related, other than those duties heretofore required, such being understood to specifically include minor maintenance and repair of the station houses and equipment. In no event shall an employee be requested or required to perform construction, redecorative, maintenance or repair work of major proportions otherwise traditionally done by union or trade workers outside of the department. "Major" work shall be deemed to specifically include, but not be limited to, any work which would require the issuance of a permit, license and/or inspection by an agent of the City of Brookfield if done by non-fire personnel.

**4.02** Off duty hours shall be free of the City control except for the customary callbacks, provided however, that this provision is not to be construed to prevent the City from disciplining an employee for activity during off duty hours, where the activity has a reasonable relationship to the employee's work responsibility or to the normal operation of the Fire Department. Upon written notice from the Chief, no employee shall continue to engage in regular outside employment charged as inconsistent with the interests of the Department, nor such employment as may regularly and appreciably interfere with the performance of the usual and normal duties required of the Fire Department employee.

Any such directive by the Chief shall be subject to challenge by grievance and arbitration proceedings as outlined in Article 19.

**4.03** If an employee submits to the City a report by a physician of the employee's own selection and at the employee's own expense, finding the employee fit for return to duty, the City may select a panel of three physicians of which the employee shall choose one at the City's expense, to make an examination of the employee. The determination of the physician so selected as to the fitness of the employee to return to duty shall be final and conclusive.

**4.04** Except as required by law, any employee who sustains injury in the course of any outside employment for personal gain shall not be qualified for sick leave pay from the City for any absence from work for the City arising from such injury in the course of outside employment.

**4.05** Employees shall be prohibited from the use, both on and off duty, of any and all forms of tobacco products. Violations of this rule will subject such employee to discipline.

**4.06** All employees are required to acquire and maintain their EMT status as a condition of continued employment with the City of Brookfield Fire Department.

**4.07** For employees hired prior to January 1, 2015, loss of EMT license or certification shall not be the sole basis for termination.

**4.08** Initial Probationary Period. Each new employee shall be on probation for the first three hundred sixty-five (365) days of employment. Absences from work for more than twenty-one (21) consecutive calendar days shall not count towards this initial three hundred sixty-five (365) day probationary period. During this initial probationary period, an employee may be disciplined or discharged at the sole discretion of the City without regard to cause and without recourse to any grievance or appeal procedure; this includes appeal procedures contained in Section 62.13(5), Wis. Stats., unless contrary to law.

### **ARTICLE 5 - HOURS**

**5.01** Except for employees classified as Fire Lieutenant – Training and Senior Fire Inspector, employees shall be assigned to a fifty-six (56) hour duty week, twenty-four (24) hours at a time, on a nine (9) day cycle, providing that an employee may be assigned to a forty (40) hour, five (5) day week when a Fire Inspector is absent and the employee is agreeable, or, in the case of a disabled employee, to permit an earlier return to duty. Such employees assigned to a forty (40) hour work week on a temporary basis shall receive their same biweekly amount of pay.

**5.02** Personnel assigned to perform Fire Lieutenant – Training or Senior Fire Inspector duties shall work a forty (40) hour week and have the opportunity to adjust the scheduled hours based on meetings and appointments. Such employees are eligible for compensatory time-off at the rate of 1.5x, with a maximum balance of forty (40) hours, with any unutilized balance paid out in a lump sum at the end of the calendar year.

**5.03** The regular duty day shall commence at 7:30 a.m. General maintenance, cleaning and servicing of equipment and other property shall be limited during evening hours and holidays to those matters essential to restoring equipment properly to a condition of readiness for emergency purposes. The routine on holidays shall give recognition to the character of the day.

**5.04** Shift trades shall be allowed if approved in advance by the Fire Chief or his designee. The Union will pay the City the base salary of the scheduled employee for any time on shift that isn't filled with a further trade arranged by the Union. In the event the unfilled time causes overtime exposure to the City, the Union shall pay 1.5x of the scheduled employee's salary for the missed time. Such payment to be made as a deduction from the monthly dues payment from the City as soon as administratively practical.

### **ARTICLE 6 - INSURANCE**

**6.01** Employees opting to participate in a City sponsored health insurance benefit program shall pay 15% of the monthly premium cost through payroll deduction. If the employee (and spouse, if applicable) decides to participate in the City's wellness program, or the City decides to not offer a

wellness program, employees shall pay 10% of the monthly premium cost of health insurance through payroll deduction. Employees are eligible to participate in an IRS Section 125 program.

**6.02** Each eligible employee shall be covered by the State of Wisconsin Public Employers' Group Life Insurance Program, basic coverage, at the sole expense of the City. In the event the State of Wisconsin Public Employers' Group Life Insurance program is replaced, then the minimum amount of life insurance coverage per employee under the replacement program shall be no less than \$25,000.

**6.03** Employees opting to participate in a City sponsored dental insurance benefit program shall pay 20% of the monthly premium cost through payroll deduction. Such contribution is required as a pre-tax (Section 125) payroll deduction.

**6.04** (a) If the insurer permits, the City shall permit "normally-retired" or disabled (as defined in Sec. 40.65(4), Wis. Stats.) employees to be included in the same group and to avail themselves of identical standard and major medical coverages provided to active employees and/or their families until the existence of any of the following:

- 1) The employee's death;
- 2) The acceptance of the employee and his spouse into the Medicare program.
- 3) The acceptance of the employee into an equivalent paid program of health and surgical insurance coverage provided by another employer, during the period of such coverage.

The coverage herein shall be paid for at the recipient's sole expense monthly in advance to the City Treasurer.

(b) For employees hired prior to January 1, 2012, who retire (disability pensions included), the City shall provide a discount of \$500 per month toward the single, plus one, or family plan premium of one of the City's health insurance programs, and such discount shall remain frozen at that level throughout the period of such discount, under the following conditions (if an employee/retiree switches from a family to a single plan or vice versa, the City will continue to discount up the same amount it had been previously paying).

- (1) The employee/retiree must have at least fifteen (15) years of continuous service with the City of Brookfield. In the case of a duty disability retirement, the employee/retiree must have five (5) years of continuous service with the City of Brookfield.
- (2) The employee must be at least fifty (50) years of age at retirement, with the benefit commencing as early as fifty-two (52) years of age. In the case of a disability retirement, there is no age limitation.
- (3) Participation in the City's health insurance program ceases at the earliest of the following:
  - (i) The employee/retiree is eligible for Medicare or becomes insured by another health insurance carrier, whichever occurs first.

(ii) The employee/retiree's death. If the employee/retiree has reached the statutory normal retirement age, and dies prior to being eligible for Medicare, the remaining time that is left which the deceased employee/retiree would have been eligible for the benefit pursuant to Section 6.04(b) may be used by the spouse with no reduction in the amount of the discount. On the date that the deceased employee/retiree would no longer have been eligible for the benefits provided for in Section 6.04(b) above, the City's discount on behalf of the spouse shall cease, but the spouse may remain in the health plan under the provisions of Section 6.04(c) below, if applicable.

(c) In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in the program provided for in paragraph (b) ceases, the spouse may remain in any City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the balance of the full monthly premium when due, or the spouse may be dropped from the City's insurance program.

(d) If an employee/retiree who is participating in the program provided for in paragraph (b) obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not exceed the employee/retiree's cost under this City's program, the employee/retiree must participate in the other plan. As an alternative to participating in the other plan, such employee/retiree has the option of remaining in any City plan, but only under a single contract covering the employee/retiree.

(e) The employee/retiree who is participating in the program provided for in paragraph (b) must pay the balance of the full monthly premium when due, or the employee/retiree may be dropped from the City's insurance program.

(f) Effective on and after February 1, 1998, in the event an employee/retiree who is participating in the program provided for in Section 6.04(b) above decides to terminate coverage under a City sponsored health insurance program and participate in a health insurance program other than a City sponsored program, such employee/retiree may direct that the City payment under Section 6.04(b) be sent directly to such other health insurance provider.

Effective on January 1, 2010, the discount referenced in Section 6.04(b), above will be transformed in to a payment for purposes of offsetting the cost of the premium of the alternative coverage.

**6.05** The spouse and/or dependent children surviving an employee whose death is a result of a job related injury, illness or disease shall continue fully paid health coverages for twelve (12) months next following the employee's death at City expense. Thereafter, the spouse and/or dependents shall be permitted to participate in any City group plan at the spouse or dependent's sole expense, paid monthly, in advance.

## **6.06 RETIREE HEALTH SAVINGS PLAN**

Employees are required to participate in the City's existing retirement health savings plan. The City's annual contribution to individual accounts will be derived from and equal to 20% of the earned but unutilized sick leave in the previous calendar year except that, for employees with a maximum balance of sick leave as of the start of the previous calendar year, the amount shall equal 40%. The term "earned" shall include amounts that would have been earned but for having a

maximum balance of sick leave. The benefit for forty (40) hour per week employees will be capped at 24 hours pursuant to the 20% or 40% limitation. In addition, the terminal leave benefit found in Article 10.08, Sick Leave, shall be a mandatory City contribution to the aforementioned individual accounts. Furthermore, effective January 1, 2015, the City will contribute a total of \$105 per pay period to the aforementioned individual accounts. Effective January 1, 2016, the City will contribute a total of \$110 per pay period to the aforementioned individual accounts. Effective January 1, 2017, the City will contribute a total of \$115 per pay period to the aforementioned accounts. All other terms and conditions are determined by the plan adoption agreement.

### **ARTICLE 7 - CLOTHING ALLOWANCE**

**7.01** The clothing allowance granted to all employees for replacement and maintenance of uniforms shall be \$700 annually, to be paid on the 2<sup>nd</sup> paycheck in January. The payment will be pro-rated for new hires. The City may elect to change the color and style of uniforms, over a period of not less than two years and during such transitional period all replacements by employees shall conform to the new style or color, but either uniform shall be acceptable, providing, however, that not more than one change in uniform shall be in course at any particular time. If the City elects to make an instant change, it shall assume the entire expense of the new uniform.

**7.02** The replacement of the Class A uniform shall not be required. Any change in uniform or identification of the name of the fire department due to the City entering into agreement with another community for fire and/or EMS services shall be considered a change in uniform as identified in Section 7.01, above. Leather fire boots shall be provided as a replacement fire boot upon approval of the Clothing Officer.

### **ARTICLE 8 - RETIREMENT PENSIONS**

**8.01** The City shall assume and pay the employer's contributions under the Wisconsin Retirement System.

### **ARTICLE 9 - VACATIONS**

**9.01** a) Paid vacation is granted in a calendar year from January 1 to December 31 and must be used by December 31<sup>st</sup>. A vacation selection made for the last week in December may carry into the next calendar year. During the first calendar year of employment, the employee begins to earn vacation for use in the second calendar year of employment; thus, vacation is earned in the prior calendar year for use in the next calendar year.

b) For definition purposes, one (1) week equals three (3) duty days. One (1) week equals five (5) days for the Senior Fire Inspector and Fire Lieutenant - Training positions. Employees shall be entitled to vacation as follows:

1 <sup>st</sup> Calendar Year	Two (2) weeks pro-rated based on date of hire.
2 - 7 Years	Two (2) weeks
8 - 14 Years	Three (3) weeks
15 - 19 Years	Four (4) weeks
20- up Years	Five (5) weeks

c) If an employee leaves the City during his/her first calendar year of employment and has used more vacation than he/she has earned, a prorated repayment is due to the City. Conversely,

if the employee has earned more vacation days than he/she has used and leaves the City, a prorated payment is due to the employee.

**9.02** Annual vacation selection shall be determined by a process developed and administered by the Union, pursuant to any contractual entitlement or management parameters established by the Fire Chief or his or her designee. The Union shall notify the Department of vacation selected by a date determined by the Fire Chief or his or her designee.

**9.03** a) Selections of vacation may be made throughout the calendar year. Selections shall be in sequence of the work cycle.

b) In the event an employee is involuntarily transferred, to include promotions, to another shift after vacation or holidays have been selected, he/she shall be allowed to choose the vacation or holiday selection on his/her new shift that corresponds with his/her original selection regardless of the number of employees absent for vacation or holiday purposes.

c) Once all employees have made their vacation selections, selections may be changed throughout the calendar year. Changes in vacation/holiday selection may not cause overtime and must adhere to 9.05 unless for reasons states above in 9.03c. All changes must be submitted and approved in advance of the proposed change. Employees will be notified by City email of cancelled vacation days.

**9.04** Any employee hospitalized for any reason or disabled by reason of accident occurring in the course of the employee's employment during the period of the employee's selected vacation shall be permitted to reschedule such vacation at a time not already selected by another employee.

**9.05** Except in an emergency, two (2) unit employees per shift may be absent for vacation purposes throughout the calendar year without consent of the Chief. No employee absent for more than nine (9) consecutive months shall thereafter qualify for vacation allowance until the employee's return to work; provided, however, that no employee absent from work because of injury incurred in outside employment shall qualify for vacation allowance during any absence for such reason.

**9.06** In the event an employee leaves the bargaining unit, that employee's unused vacation selections shall be made available for exchange to other unit employees.

**9.07** Employees who terminate employment with the City will receive vacation pay at the time of termination as follows:

a) a payment for the vacation hours which had been established as of January 1 of the year of termination to be taken in that calendar year and which had not yet been taken as of the date of termination, and

b) a payment for vacation hours, prorated on the basis of 1/365 of the total vacation allowance, based on the eligibility level in effect on January 1 of the year of termination, for each day the employee was on the payroll in the calendar year of termination.

**9.08** The Fire Chief may authorize the re-purchase of vacation time from a willing employee, if, in the Fire Chief's sole judgment, such a purchase would be in the best interests of the City. An employee eligible for five (5) weeks of vacation may opt to take up to three (3) days as pay in lieu of time off per year. Employees opting this process will defer selecting a 5<sup>th</sup> week of

vacation. Such designation must be made by July 15 of the previous calendar year and is irrevocable.

## **ARTICLE 10 - SICK LEAVE**

**10.01** Employees on a 56-hour weekly schedule shall be granted 18 hours of sick leave with full pay per each month of employment and may accumulate unused sick leave for future use due to sickness or injury up to a maximum accumulation of 1680 hours, 1920 hours for employees hired prior to January 1, 2012. Forty (40) hour weekly unit employees shall be granted 8 hours per each month of employment, 12 hours for employees hired prior to January 1, 2012, up to a maximum accumulation of 960 hours, 1320 hours for employees hired prior to January 1, 2012. Employees hired after January 1, 2012 are required to participate in the City's Long-term Disability program.

**10.02** In those instances where an employee has accumulated sick leave allowance on both a forty (40) hour week and on a fifty-six (56) hour week, the employee's allowable paid sick leave accumulation shall be determined as of the day of sick leave absence on the basis of the work week at the time of sick leave absence upon the assumption that all sick leave accruals accumulations and uses through the employee's period of employment were incurred on the work week on which the employee was working on the day of sick leave absence. Any sick leave absence for less than the full work day on the day of absence shall be applied pro-rata. An employee transferring from a 56 hour per week title to a 40 hour per week title shall be eligible to retain all sick leave hours earned under the 56 hour schedule. In the event the transferred balance is in excess of 1320 hours, or 960 hours in the case of an employee hired after January 1, 2012, the employee will not earn sick leave until such time the total reaches under 1320 hours, or 960 hours in the case of an employee hired after January 1, 2012. The payment referenced in 10.08, below, shall be based on a percentage of 1320 hours, at retirement.

**10.03** Each employee who has a sick leave pay accumulation shall be eligible for sick leave for any period of absence from regular employment at regular salary, to the extent of the employee's accumulation, due to injury or illness.

**10.04** a) Sick leave pay is payable upon and during the illness or disability of an employee except that arising from employment with others. It is not payable when the employee sustains an injury in the employment of others nor for non-emergency dental or medical appointments, unless it is impractical for the employee to schedule such appointment during the employee's off hours. When an employee leaves work because of illness, the employee shall receive regular pay for so long as the employee worked and sick leave pay, if available, for the remainder of the regular workday. Employees who have been ill but are able to return to work during their regular workday may telephone their superior as to their availability, and if authorized to do so, may return to work. If employees so return to work, sick leave pay, if available shall be paid only for the period of absence.

b) Employees may utilize up to two occurrences, not to exceed twenty-four (24) hours per calendar year for family "emergency" purposes. Emergency is defined to include, but not limited to spouse and/or child illness, and unforeseen circumstances. Such time is subject to supervisory approval and will be deducted from the employee sick leave bank.

**10.05** Employees on sick leave shall receive the pay due under the sick leave allowance on their regular payday.

**10.06** Employees unable to attend work because of illness or injury shall give notice to this effect whenever possible at least one-half (1/2) hour prior to the commencement of their work day.

**10.07** The Chief may require a doctor's statement after an extended absence of not less than two (2) consecutive duty days as to the nature of the disability. Any charge for such report to be borne by the City.

**10.08** An employee, hired prior to January 1, 2012, upon retirement pursuant to Section 40.23 Wis. Stats., or upon death, shall be paid seventy-five (75%) percent of their sick leave pay accumulation. This payment will be made in the form of a mandatory City contribution to the employee's retirement health savings (RHS) account. For employees who retire during the term of this agreement only, the payment shall equal eight-five percent (85%) of their sick leave pay accumulation.

**10.09** When an employee, because of serious injury or illness, expends all the employee's available sick leave; the City may consider wage continuation and extension of fringe benefits, and its decision shall be final.

**10.10** The City shall continue to compensate an employee on a worker's compensation leave at 76.2% of the regular salary rate plus the employee pension contribution in effect for the relevant time period for a total maximum period of one (1) year from the date of commencement of disability. The employee will subsequently endorse the worker's compensation check to the City as salary reimbursement.

#### **ARTICLE 11 - MILITARY LEAVE**

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

#### **ARTICLE 12 - FUNERAL**

**12.01** When there is a death in the immediate family of an employee, the employee shall be granted time off from duty without loss of pay not to exceed a maximum of two (2) twenty-four (24) hour duty periods with pay. Such time to be taken at the employee's discretion within thirty (30) days of death of the immediate family member. Immediate family is defined as spouse, mother, father, child, grandchild, brother, sister, mother-in-law or father-in-law, spouse's brother and sister, brother and sister's spouse, step-mother or step-father, providing that such step-father or step-mother was a member of the household during the employee's childhood and when the employee was within the household.

**12.02** Upon the death of a grandparent or step-mother or step-father not a member of the employee's household during the employee's childhood, a maximum of one (1) twenty-four hour duty period of leave with pay shall be granted to attend the funeral, wake or memorial service.

**12.03** Any employee who acts as pallbearer for a deceased person at a funeral during such employee's regularly scheduled tour of duty may be allowed up to a maximum of eight (8) hours off duty with pay, providing the employee first secures the permission of the employee's commanding officer. Permission shall be granted by the officer unless an emergency situation exists in the officer's opinion. If the existence of an emergency prevents such absence, such employee shall be given the opportunity to substitute another employee of equal rank and ability acceptable to the Chief or the Chief's designated representative.

**ARTICLE 13 - SALARY SCHEDULE**

**13.01 OFFICIAL RATES OF PAY ARE MONTHLY**

<b>Position Title</b>	<b>2014 Rate</b>	<b>1/1/2015 Rate</b>	<b>1/1/2016 Rate</b>	<b>7/1/2017 Rate</b>
<b>Firefighter/Equipment Operator/EMT</b>	\$6167.90	\$6260.42	\$6354.33	\$6465.53
<b>Paramedic/Firefighter/ Equipment Operator</b>				
Start (Step 1)	\$4436.48	\$4503.03	\$4570.58	\$4627.71
After One Year (Step 2)	\$4897.62	\$4971.08	\$5045.65	\$5108.72
After Two Years (Step 3)	\$5360.28	\$5440.68	\$5522.29	\$5591.32
After Three Years (Step 4)	\$5821.39	\$5908.71	\$5997.34	\$6072.31
After Four Years (Step 5)	\$6278.15	\$6372.32	\$6467.90	\$6548.75
After Five Years (Step 6)	\$6396.35	\$6492.30	\$6589.68	\$6672.05
(Step 7)	NA	\$6557.22	\$6655.58	\$6738.77
<b>Firefighter/Lieutenant</b>				
Start (Step 1)	\$6658.52	\$6758.40	\$6859.78	\$6945.53
After One Year (Step 2)	\$6804.55	\$6906.62	\$7010.22	\$7097.85
(Step 3)	NA	\$6975.68	\$7080.33	\$7168.83
<b>Senior Fire Inspector Fire Lieutenant – Training</b>				
Start (Step 1)	FORMER RATE OF INCUMBENT			
After One Year (Step 2)	\$6658.52	\$6758.40	\$6859.78	\$6945.53
After Two Years (Step 3)	\$6804.57	\$6906.64	\$7010.24	\$7097.87
(Step 4)	NA	\$6975.70	\$7080.35	\$7168.85

**Firefighter/Equipment Operator/EMT** - to be paid at the previous Relief Equipment Operator pay range. Overtime rate to account for the uniform allowance payment.

**Firefighter/Paramedic/Equipment Operator** – nine (9) current Firefighter/Equipment Operators will be grandfathered to this title. Overtime rate to account for uniform allowance and paramedic stipend payments.

**Firefighter Lieutenant** – Overtime rate to account for uniform allowance and paramedic stipend payments.

Wage rate table reflects a 1.5% general increase effective January 1, 2015; a 1.5% general increase effective January 1, 2016; and, a 1.25% general increase effective July 1, 2017.

Additional .5% general increase for Firefighter/Equipment Operator/EMT on July 1, 2017.

Common salary anniversary date of January 1 for all employees.

Additional pay step equaling an additional 1% for the titles of Fire Lieutenant; Firefighter/Paramedic/Equipment Operator; and 40 hour per week positions.

**13.02** Employees promoted to the rank of Senior Fire Inspector or Fire Lieutenant – Training from within the Department shall have a starting salary no less than the Employee’s salary at the time of appointment.

**13.03** Paramedics shall receive a \$1,250 stipend for maintaining the Wisconsin license payable on December 1<sup>st</sup> of each year. Effective in 2016, the stipend shall equal \$1,500. The payment shall be prorated for periods of licensure lapse or off of the payroll.

**13.04** An employee who is an active member of Haz Mat or Confined space teams shall receive a lump sum payment of \$700. To be considered “active” an employee must successfully complete the 24 hours of annual training. The parties agree to meet to discuss changes in the City’s Haz Mat Program. Payment shall be made on December 1<sup>st</sup> of each year when an active member of the team(s) during the calendar year. The Fire Chief may terminate the assignment of an employee on either the Haz Mat or Confined space team for valid reasons at any time. Such termination shall be subject to the Grievance procedure.

**13.05** Employees assigned to perform the duties of the Relief Lieutenant position shall be paid at the Lieutenant first pay step for all hours worked. The Fire Chief/designee may terminate the assignment of an employee as relief lieutenant for valid reasons at any time. Such termination shall be subject to the Grievance procedure.

**13.06** All stipend payments shall be prorated for any time off of the payroll.

## **ARTICLE 14 - FIREFIGHTER/PARAMEDICS**

**14.01** The City shall provide malpractice insurance for all Paramedic qualified employees.

**14.02** Paramedic or EMT Basic’s who attend continuing educational classes and/or refresher classes off duty with prior approval of the Fire Chief shall be compensated at one and one-half times the employee's regular rate of pay for time spent in attendance at such classes. If the off-

duty training is at a site outside the city limits of the City of Brookfield, attendees shall be granted one-half hour overtime for travel time and expenses.

### **ARTICLE 15 - OVERTIME**

**15.01** Employees required to remain on duty for less than a half-hour beyond regular quitting time because of tardiness of another employee may trade such duty time or shall receive pay at time and one-half and shall include all time beyond the regular quitting time. Employees recalled to duty on off days shall be paid for not less than two hours at time and one-half.

**15.02** All overtime and callback shall be first offered to equal rank personnel as equitably as possible. After the Deputy Chief authorizes the overtime and rank, the Association shall assume responsibility for calling personnel to fill overtime vacancies and administer the overtime process. Emergency call back of personnel pay shall begin when the member arrives at his or her assigned station.

**15.03** Work time shall be measured in units of a quarter hour and employees must work at least eight (8) minutes in order to be paid for the full quarter hour.

### **ARTICLE 16 - PROMOTIONS**

**16.01** The following procedure shall be followed in filling of vacancies within the bargaining unit for Lieutenant and Relief Lieutenant and shall apply to all unit personnel.

1. A notice of intent to fill a vacancy shall be posted on the Department bulletin boards at least thirty (30) days prior to the last date on which application will be acceptable. The notice shall state the last day on which applications will be accepted and if a written examination is to be given. The date, time and place of such examination are also to be furnished. The notice shall also state the eligibility requirements and the qualifications required for application and whether oral examinations and field tests are to be conducted, the general type and nature of the test or tests to be given, the written manuals or other materials with which the applicants should be familiar, the subjects to be covered in the testing, the weights to be given to the various elements, the manner of grading and the formula or method to be used to determine qualification.

2. Applications are to be made on forms provided by the City. The application form must be fully completed.

3. Upon completion of the testing procedure prescribed by the City, a list of qualified applicants shall be established with the qualified applicants listed in the order of the total grade. A list of nine (9) relief lieutenants shall be established. Paramedics in a lieutenant capacity will receive additional compensation according to Section 13.05. The relief lieutenant is the entry-level step for lieutenant.

4. If there are more than three qualified applicants, the Fire Chief will recommend appointment from among the three highest graded qualified applicants. If there are three qualified applicants or less, the Fire Chief will recommend appointment from among the qualified applicants. If there are no qualified applicants, the Chief may recommend a qualified outside applicant.

5. After a vacancy has been filled, the qualified list of applicants shall be retained by the City for use in filling future vacancies in the same position. The lieutenant examination list will be for three years from the original test date. Every three years, all individuals on the lieutenant examination list will be required to retest as well as employees who are interested in the relief lieutenant position not currently on the list. The designation of relief lieutenant will be according to the new set of scores from the test. Any vacancy occurring during the three (3) year time frame will be subject to being filled via the list in effect at the time the vacancy occurs.

6. Appointments shall be recommended by the Fire Chief from the list as prescribed in #4. In the event the Lieutenant examination list falls below six (6) during the three-year term, additional testing will be held. The individuals with the highest scores will be added to the bottom of the list (in rank order of their individual test scores) to fill the number of vacancies.

7. The qualified list, the final grade of all qualified applicants, and the scores of qualified applicants in all elements of the test, shall be made available to all applicants upon request.

8. In the event that there are no applicants or no applicants that qualify, the City may fill the vacancy in some other manner.

**16.02** The following procedure shall be followed in filling of vacancies within the bargaining unit for Senior Inspector and Fire Lieutenant – Training and shall apply to all unit personnel.

1. A notice of intent to fill a vacancy shall be posted on the Department bulletin boards at least thirty (30) days prior to the last date on which application will be acceptable. The notice shall state the last day on which applications will be accepted and if a written examination is to be given. The date, time and place of such examination are also to be furnished. The notice shall also state the eligibility requirements and the qualifications required for application and whether oral examinations and field tests are to be conducted, the general type and nature of the test or tests to be given, the written manuals or other materials with which the applicants should be familiar, the subjects to be covered in the testing, the weights to be given to the various elements, the manner of grading and the formula or method to be used to determine qualification.

2. Applications are to be made on forms provided by the City. The application form must be fully completed.

3. Upon completion of the testing procedure prescribed by the City, a list of qualified applicants shall be established with the qualified applicants listed in the order of the total grade.

4. If there are more than three qualified applicants, the Fire Chief will recommend appointment from among the three highest graded qualified applicants. If there are three qualified applicants or less, the Fire Chief will recommend appointment from among the qualified applicants. If there are no qualified applicants, the Chief may recommend a qualified outside applicant.

5. After a vacancy has been filled, the qualified list of applicants shall be retained by the City for use in filling future vacancies in the same position. The list will be good for three years from the original test date. Any vacancy occurring during the three (3) year time frame will be subject to being filled via the list in effect at the time the vacancy occurs.

6. The qualified list, the final grade of all qualified applicants, and the scores of qualified applicants in all elements of the test, shall be made available to all applicants upon request.

7. In the event that there are no applicants or no applicants that qualify, the City may fill the vacancy in some other manner.

## **ARTICLE 17 - HOLIDAYS**

**17.01** Employees who are regularly scheduled to work fifty-six hours a week shall receive a holiday account of 144 hours per calendar year.

**17.02** a) Employees may elect to utilize up to 144 hours of this account as paid time off, however, the time shall be taken in increments of not less than 12 hours. The time shall be picked in the same manner as vacation periods.

b) If holiday time off is not picked under Section 17.02(a), and whenever there are fewer than two bargaining unit employees scheduled for vacation on a day, up to two (2) bargaining unit employees may schedule holiday time off on that day if no bargaining unit employees are scheduled for vacation, and one (1) bargaining unit employee may schedule holiday time off on that day if one (1) bargaining unit employee is scheduled for vacation. Employees shall give a minimum of five (5) days prior notice to the Chief of any such proposed holiday time off, and if there still is a conflict on the 5<sup>th</sup> day prior to the requested holiday time off, such time off will be granted to the most senior employee or employees who have requested the holiday time off.

c) Employees regularly scheduled to work forty hours per week shall receive the following days as paid holidays:

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

**17.03** The holiday hours not taken in time off shall be paid by a separate check on December 1st of each year, except that, upon termination of employment, the payment for the holiday hours shall be made upon termination, and shall be prorated on the basis of 1/365th of the total holiday hours accruing for each day the employee was in the payroll in a calendar year. In the event an employee who terminates during the calendar year has taken more holiday hours in time off than the employee had accrued on the basis of the above 1/365th per day ratio as of the date of termination, the dollar amount of the excess holiday hours will be deducted from that employee's final paycheck or from any other payment owed that employee.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

**18.01** The word "grievance" shall be defined as a complaint by an employee in connection with the interpretation and application of the Agreement between the City of Brookfield and the Association, the rules and regulations issued by the Fire Chief relating to members of the Fire Department, and disciplinary action imposed against a member of the Fire Department, providing the disciplinary action imposed does not relate to a suspension, reduction, suspension and reduction or removal, which are exclusively under the jurisdiction and procedure of the Board of Police and Fire Commissioners, as specifically provided under Section 62.13 of the Wisconsin Statutes.

**18.02** Grievance shall be handled as follows:

(a) If a grievance is to be submitted to the City, the Association shall prepare a written grievance which shall be submitted to the Chief of the Department within ten (10) calendar days of the date the union knew of, or reasonably should have known of, the event causing the grievance.

(b) The Chief shall, within five (5) calendar days subsequent to its receipt, hold an informal meeting with the Association. If the grievance cannot be resolved to the satisfaction of all of the parties at such meeting, the Chief shall submit a written reply within five (5) calendar days of the meeting to the Association.

(c) If the Association is not satisfied by the decision of the Chief it may thereafter file a written copy of the grievance, if it is not within the jurisdiction of the Fire and Police Commission, with the Director of Human Resources for the City of Brookfield within five (5) calendar days of receipt of the written reply of the Chief, or of the last date such reply was due. The Director of Human Resources shall thereupon, within ten (10) calendar days subsequent to such filing, cause a meeting to be held for the purpose of discussing and determining the merits of the grievance. Within seven (7) calendar days thereafter, a determination shall be made by the Director of Human Resources, reduced to writing, and copies submitted to the Association.

(d) If the Association is not satisfied by the decision of the Director of Human Resources, may thereafter submit the grievance to arbitration, but only if such grievance is founded upon an alleged violation of the terms and conditions of this Agreement, providing written notice is given to the City of such appeal within thirty (30) calendar days of the decision appealed. The City and the Association appealing shall meet and select an arbitrator within ten (10) calendar days of the notice. If none can be agreed upon, the WERC shall be requested to provide a panel of three (3) arbitrators, each side to strike one, with the first privilege of strike determined by a coin toss. The arbitrator shall take evidence per the arbitrator's rules and make a written decision which shall be binding. The cost of arbitrator is to be equally shared. All departmental records pertinent to the grievance shall be made available to the Association upon request. The arbitrator shall be without power to alter, amend, revise or extend the terms and conditions of this Agreement, but shall be bound thereby.

(e) The time limits mentioned in this section may be extended by mutual agreement in writing between the Association and the City.

**ARTICLE 19 - FAIR SHARE AGREEMENT**

**19.01** Dues Deduction. The City agrees to deduct monthly dues from the paycheck of employees who individually sign voluntary check-off authorization forms supplied by the Union.

The City agrees to deduct the appropriate amount from the first paycheck of each month of each employee requesting such deduction following receipt of the above-mentioned statement and shall remit the total of such deductions to the Treasurer of Local 2051 within ten (10) days of the date such deductions were made with a list of the names from whom the deductions have been made. Any changes in the amount to be deducted shall be certified to the City by the Treasurer of Local 2051 at least thirty (30) days prior to the effective date of such change.

**19.02**      Fair Share.

A)      Membership. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its Constitution and By-Laws.

The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent such employees, members and non-members, in accordance with the law, and, therefore, all employees shall, as set forth in this Section 19.01, pay their proportionate share of the costs of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members.

B)      Deductions. The City agrees that on the first paycheck of each month it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement who have not executed a dues deduction authorization pursuant to Section 20.01, the amount of money certified by the Treasurer of Local 2051 as being the monthly fair share fee uniformly required of all employees. The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 2051 on or before the end of the month in which such deductions were made. Changes in the amount of the fair share fee to be deducted shall be certified to the City by the Treasurer of Local 2051 thirty (30) days before the effective date of the change. With respect to newly hired employees, such deduction shall commence in the first full month following the completion of thirty (30) calendar days of employment.

C)      Challenge: The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation.

**19.03**      Administration. The City shall not be required to submit any amounts to the Union under the provisions of this Article on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the City to make such deductions. If, through inadvertence or error, the City fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee that is used for such deductions and submitted to the Treasurer of Local 2051.

**19.04**      Hold Harmless. The City shall not be liable to the Union, employees or any party by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual dues or fair share deductions from employee's wages earned.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, other forms of liability that shall arise out of, or by reason of, action taken by the City under this Article.

**ARTICLE 20 - POLITICAL ACTIVITIES**

**20.01**      No employee shall be deemed to be in violation of any City ruling or Department order by reason of the employee's engaging in or offering political assistance during off duty hours to any political candidate on the Federal, State, County or Local Level (except as provided hereafter), providing such political activity is otherwise lawful, and further providing that while so engaged the said employee shall not be dressed in any official uniform of the Department nor display any official

Department identification. Employees shall not seek Aldermanic or Mayoralty offices for the City of Brookfield without taking a leave of absence not later than the date of the filing of nomination papers. A leave of absence for such purpose shall be limited to ninety (90) days in duration from the date of the filing of such papers unless agreed to by the City and shall be at the employee's expense unless the City authorizes otherwise and the employee's seniority shall remain at the status quo pending the employee's return to service.

#### **ARTICLE 21 - NO STRIKE**

**21.01** Since the Agreement provides for the orderly adjustment and settlement of any and all disputes, differences and Grievances, the Association agrees not to encourage nor counsel its members or persons within its bargaining jurisdiction to strike during the term of this Agreement. In the event of an unauthorized strike the Association officers shall order its members back to duty or be presumed to have violated this Agreement by authorizing such strike.

#### **ARTICLE 22 – LAYOFFS**

**22.01** When it becomes necessary or desirable to reduce the personnel of the Department, the following procedure shall be followed:

1. The City shall notify the Association that such reduction is under consideration and shall grant the Association a hearing before a committee of the Council or the whole Council before adoption of the legislation accomplishing the reduction.
2. When the employment of an employee has been terminated because of reduction in force, the employee shall, during a period of two (2) years from the date of the layoff, be notified by mail of any vacancy in the Fire Department which is to be filled by employment and granted a reasonable opportunity to apply and to qualify for the vacancy.

#### **ARTICLE 23 - AMENDMENT**

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

#### **ARTICLE 24 - NO OTHER AGREEMENT**

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

#### **ARTICLE 25 - SAFETY PROVISION**

**25.01** For the safety of the Brookfield Firefighters, no employee shall be required to enter a

burning building or into an explosive, poisonous or otherwise hazardous atmosphere or environment which the employee reasonably deems to be dangerous, unless accompanied by at least one other employee, nor shall any employee be required to use any pumper or ladder truck or any other equipment, including ground ladders, self-contained breathing apparatus or fire hose which has not been tested under N.F.P.A. standards, nor shall any employee be disciplined for the employee's reasonable refusal to violate such procedure or to operate such pumpers or apparatus or use such other equipment.

## **ARTICLE 26 - FAMILY AND MEDICAL LEAVE LAWS**

**26.01** Unless contrary to law, the paid and unpaid leave provisions contained in this Agreement, when such leave has accrued to the employee, shall run concurrent with and not in addition to the leave provided under Wisconsin and Federal Family and Medical Leave Laws and shall be considered to be in satisfaction of the obligations under such Wisconsin and Federal Laws.

## **ARTICLE 27 – SAVINGS CLAUSE**

**27.01** If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

## **ARTICLE 28 - TERM OF AGREEMENT**

**28.01** The three (3) year term of this agreement shall commence January 1, 2015 and shall be in full force and effect through December 31, 2017. In the event the parties do not reach written agreement by the expiration date, the existing agreement will be extended until a new agreement is executed, provided however, that the length of this Agreement, plus any extension thereto shall not exceed a term of three (3) years.

**28.02** Any work regulations, ordinances or rules in conflict with the terms of this Agreement shall be subordinate to and ineffectual to alter the terms of this Agreement.

\*\*\*\*\*

### **MEMORANDUM OF UNDERSTANDING**

#### **1. Light Duty:**

**PURPOSE:** To provide temporary assignment of light work duties to any member that has sustained an injury or medical condition that prevents them from performing their normal duty routine. This will give the member an opportunity to conserve their sick leave and also give the Department an opportunity to utilize their services.

**DEFINITION:** Light duty shall include, but not necessarily be limited to the following:

- a. Inspection duties
- b. Pre-fire planning
- c. Fire education
- d. Fire prevention
- e. Conduct and/or attend training sessions
- f. Computer entry
- g. Administrative duties in the Fire Department or in other department
- h. Routine housekeeping duties

**DURATION:** A maximum of thirty (30) calendar days. Light duty extended beyond thirty (30) calendar days will be on a case-by-case basis and the extension will be reviewed for approval every thirty (30) calendar days.

**WORKWEEK:** Employees will work the number of hours – up to eight (8) hours, forty (40) hours per week as authorized by their physician. The employee’s rate of pay will be converted from a 56-hour week to a 40-hour week during the term of the light duty assignment, with no charge to sick leave for the 16-hour differential. Allowances will be made for City of Brookfield work-related injuries to attend therapy sessions and/or doctor appointments up to two hours with the remaining time being charged against the employee’s sick leave bank.

An employee, while on light duty and unable to report for work to perform light duty work will be charged up to eight (8) hours of sick leave per duty shift. A member on light duty will not be considered part of the regular shift staffing.

**ASSIGNMENT:** Light duty will be available to all members on a fair and equitable basis. The member requesting light duty shall provide permission from their physician stating light duty activities that can be performed and the anticipated duration of the light duty assignment. The employee is to work with the commanding officer to ensure that work beyond the employee’s limitation is not performed.

**VACATION:** If an employee has a vacation scheduled while on light duty, they shall be entitled to their regular vacation selection as if they normally would have had it on a duty shift.

**EDUCATIONAL ENROLLMENT:** Members enrolled in educational classes will be allowed to attend classes, and this time shall be charged against their sick bank.

2. **Shift & Station Assignments:** Will be determined by a process developed and administered by the Association subject to parameters determined by the Fire Chief or his or her designee. In addition, permanent transfers may be made during the year at the discretion of the Chief for efficient and orderly operation of the department upon notification of the Union President.
3. **Consolidation:** In the event the City of Brookfield were to engage in contract negotiations to consolidate fire/EMS protection services, the BPPA wages and benefits in force at the time will remain in effect until such time as a new contract is ratified.
4. **Training:** In the event that training is scheduled in the evening hours, or weekends, the shift commander will make every effort to allow the employees equal free time during the normal workday. These special situations should be announced as far in advance as practical so lieutenants can adjust the daily schedule. Management and the Association also agree to mutually establish guidelines and rules covering outside training and other outside non-emergency duties during extreme weather conditions, which include hot and cold temperatures.

**ACTING DEPUTY CHIEF:** An Acting Deputy Chief shall be a Fire Lieutenant performing the duties and responsibilities of a Deputy Fire Chief during a work shift; and, is paid at the rate of Deputy Fire Chief for all hours serving in that capacity. To be eligible, an employee must accept the assignment and complete a mentoring process with a Deputy Fire Chief. A Fire Lieutenant interested in serving in an Acting Deputy Chief capacity will be mentored by a Deputy Fire Chief assigned by the Fire Chief, or his or her designee. The Fire Chief will select eligible employees for Acting Deputy Chief from Fire Lieutenants who opt to participate in the program.

If the Fire Chief or his or her designee determines a need to fill an Acting Deputy Fire Chief assignment, an eligible Fire Lieutenant working that day may be asked to fill the position. If the elevation of the Fire Lieutenant results in a vacancy in a Fire Lieutenant assignment, such vacancy will be filled from the overtime list. If there is no available qualified Fire Lieutenant working on a day the Fire Chief or his or her designee determines the need to staff an Acting Deputy Chief assignment, a Fire Lieutenant qualified to fill the Acting Deputy Chief assignment may be called in for overtime. In such an instance, the Fire Lieutenant serving in the capacity of acting Deputy Chief shall be paid at the contractual fire Lieutenant over time rate, plus the differential between the rate of Fire Lieutenant and Deputy Fire Chief.

**IN WITNESS WHEREOF, the parties have set their hands and seals this date.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

For the Association:

For the City:

\_\_\_\_\_  
Richard Rudd, President

\_\_\_\_\_  
James Zwerlein, Human Resources Director

\_\_\_\_\_  
Kenneth Blaedow, Vice President

\_\_\_\_\_  
Charlie Myers, Fire Chief

\_\_\_\_\_  
Tony Gonzalez, Secretary and Treasurer

\_\_\_\_\_  
Steven V. Ponto, Mayor

**APPENDIX**  
**Hourly Rate Schedule**

**FIREFIGHTER RATES 2015 - 2017**

<b>Position Title</b>	<b>2014 Rate</b>	<b>1/1/2015 Rate</b>	<b>1/1/2016 Rate</b>	<b>7/1/2017 Rate</b>
<b>Firefighter/Equipment Operator/EMT</b>	\$25.42	\$25.80	\$26.19	\$26.64
<b>Paramedic/Firefighter/ Equipment Operator</b>				
Start (Step 1)	\$18.28	\$18.56	\$18.83	\$19.07
After One Year (Step 2)	\$20.18	\$20.49	\$20.79	\$21.05
After Two Years (Step 3)	\$22.09	\$22.42	\$22.76	\$23.04
After Three Years (Step 4)	\$23.99	\$24.35	\$24.71	\$25.02
After Four Years (Step 5)	\$25.87	\$26.26	\$26.65	\$26.99
After Five Years (Step 6)	\$26.36	\$26.75	\$27.16	\$27.49
(Step 7)	NA	\$27.02	\$27.43	\$27.77
<b>Firefighter/Lieutenant</b>				
Start (Step 1)	\$27.44	\$27.85	\$28.27	\$28.62
After One Year (Step 2)	\$28.04	\$28.46	\$28.89	\$29.25
(Step 3)	NA	\$28.75	\$29.18	\$29.54
<b>Senior Fire Inspector Fire Lieutenant – Training</b>				
Start (Step 1)	FORMER RATE OF INCUMBENT			
After One Year (Step 2)	\$38.41	\$38.99	\$39.58	\$40.07
After Two Years (Step 3)	\$39.26	\$39.85	\$40.44	\$40.95
(Step 4)	NA	\$40.24	\$40.85	\$41.36