

AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, 2020 through December 31, 2023

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1

AGREEMENT

2 This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of
3 Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as
4 municipal employer, hereinafter called the "City" and Local 141 of the International Association
5 of Fire Fighters, AFL-CIO, hereinafter called the "Union."

6 Both parties of this agreement are desirous of reaching an amicable understanding with respect
7 to the employer-employee relationship that is to exist between them and enter into an
8 agreement covering rates of pay, hours of work, and conditions of employment as well as
9 procedures for reducing potential conflict.

10 Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the
11 operation of the Fire Department and the City of Green Bay that will promote efficiency and the
12 best possible fire protection of life and property to all the citizens of the city.

13 ARTICLE 1
14 RECOGNITION

15 1.1 The City agrees to recognize representatives of the International Association of Fire
16 Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and
17 working conditions for all nonsupervisory firefighters. The City and the Union will inform
18 each other by official letter signed by the Mayor of the City of Green Bay and Local
19 President of the Union as to whom has the power to negotiate.

20 1.2 A new firefighter will be considered a probationary employee for the first 12 months of
21 employment. A firefighter on probation may be terminated at the sole discretion of the
22 City with no rights to recall or rehire.

23 ARTICLE 2
24 UNION SECURITY

25 2.1 If any test is made of the legality of this section, all costs and any liabilities accruing from
26 such suit shall be answered by the Union.

27 2.2 The City shall deduct monthly dues and assessments from the wages of such employees
28 as authorized such payroll deductions and forward as indicated on the written
29 authorization form.

30 ARTICLE 3
31 MANAGEMENT RIGHTS

32 3.1 The City retains all rights, powers or authority that it has prior to this contract as
33 modified by this contract.

34 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in
35 a manner that will undermine the Union or as an attempt to evade the provisions of this
36 agreement or to violate the spirit, intent or purposes of this agreement.

37 ARTICLE 4
38 UNION ACTIVITY

- 39 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will
40 be allowed to hold its meetings at any fire station. This Article shall not operate as to
41 prevent a steward from the proper conduct of any grievance in accordance with the
42 procedure outlined in this agreement and shall not work to prevent certain routine
43 business such as the posting of Union notices and bulletins. Representatives of the
44 Union, local principle officers, and Wage Committee members may conduct Union
45 business including, but not limited to, wage negotiations, Union meetings, grievance
46 handling, etc., during the course of the working day for a reasonable period of time,
47 provided permission is first obtained from the Chief or designee.
- 48 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such
49 officer or member, and agrees also that time spent in the conduct of grievance and in
50 bargaining shall not be deducted from the pay of the delegated employee
51 representative of the Union. Local 141 agrees that the bargaining committee shall be
52 limited to no more than six members.

53 ARTICLE 5
54 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 55 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and
56 conditions of employment of members of the bargaining unit. A grievant may be an
57 employee or the Union. Upon the mutual agreement of the parties hereto, grievances
58 involving the same issues may be consolidated in one proceeding. During the initial
59 probationary period as a firefighter, an employee will not have recourse through the
60 grievance and arbitration procedure for disciplinary action and/or dismissal.
- 61 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A
62 written grievance shall contain the name and position of the grievant, the article and
63 section number of the alleged violation, a clear and concise statement of the grievance,
64 the relief sought, the date the incident or violation took place and the signature of the
65 grievant and the date.
- 66 5.3 The Chief of the department may confer with the Union and such employees or other
67 persons deemed appropriate by the Chief before making a determination.
- 68 5.4 The days indicated at each step should be considered a maximum. Days shall mean
69 working days Monday through Friday, excluding holidays. The failure of the Union or the
70 aggrieved party to file or appeal the grievance in a timely fashion as provided herein
71 shall be deemed a waiver of the grievance. The party who fails to receive a reply in a
72 timely fashion shall have the right to automatically proceed to the next step of the
73 grievance procedure. The time limits may be extended by mutual consent.
- 74 5.5 Steps in the procedure may be waived by mutual agreement of the parties.
- 75 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall
76 have the right to present the grievance in writing to the Chief within 15 working

77 days after the grievant, or the Union, knew or should have known of the event
78 giving rise to such grievance. Failure to do so represents a waiver of the right to
79 file. The Chief shall furnish the grievant and the Union representative an answer
80 within 5 working days after receiving the grievance.

81 5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant
82 or the Union representative shall prepare a written grievance and present it to
83 the Human Resources Director within 10 working days of the Chief's Response.
84 The Human Resources Director shall review the grievance and shall respond in
85 writing within 10 working days after receipt of the written grievance.

86 5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the
87 Union representative shall present the written grievance to the Personnel
88 Committee within 5 working days of the Human Resources Director's response.
89 The Personnel Committee shall review the grievance and respond in writing
90 within 5 working days after their decision which shall be made at the next
91 regularly scheduled Personnel Committee meeting. In reaching their decision,
92 the Personnel Committee may hold a fact-finding hearing after having received a
93 written statement of fact and position by each party. The grievant and the Union
94 shall be given a 5 day notice of said hearing.

95 5.5.4 Step 4. Arbitration

96 a) If no agreement is reached in step 3, the dispute may be referred to
97 arbitration. The party desiring arbitration shall, within 15 working days of
98 receiving the Personnel Committee decision, petition the Wisconsin
99 Employment Relations Commission for arbitration with a copy of such
100 petition sent to the other party.

101 b) Costs. The party initiating the grievance shall pay for the administrative costs
102 for initiating arbitration. Any other expense or costs of the arbitration
103 proceeding, including fees of the arbitrator, shall be split equally between
104 the parties. The arbitration hearing shall be conducted in the City of Green
105 Bay at a mutually agreeable time.

106 c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the
107 subject matter of the grievance. The arbitrator shall not modify, add to or
108 delete from the express terms of this Agreement. The arbitrator's decision
109 shall be final and binding.

110 5.6 Disciplinary Proceedings

111 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined
112 below.

113 5.6.2 In the event of such discipline, the employee or the Union may grieve the
114 discipline under the grievance procedure set forth above in this Article, unless
115 the employee exercises the rights available to the employee under Section
116 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights,
117 the Chief shall file charges with the Board only if the employee wishes to

118 proceed under Section 62.13. The employee's sole recourse from the decision of
119 the Board of Police and Fire Commissioners shall be in accordance with the
120 appeal procedures provided in Section 62.13 Wis. Stats.

121 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the
122 terms of this Article, the standard to be applied by management and the
123 appellate bodies shall be whether or not there is cause for the discipline given all
124 of the facts and circumstance constituting the grounds for the imposition of
125 discipline or the determination to file charges. Cause shall be determined by
126 applying the following criteria:

127 a) Was the employee given advance notice of the possible or probable
128 disciplinary consequences of the employee's conduct or was the conduct for
129 which discipline is proposed to be imposed of such a nature that the
130 employee knew or should have known that it was improper?

131 b) Was the conduct upon which discipline is to be imposed reasonably related
132 to the effective and efficient operation of the Fire Department?

133 c) Prior to determining to impose discipline, did the Chief, or designee, make an
134 effort to investigate the facts relating to the conduct for which discipline is
135 proposed?

136 d) Was the Chief's, or designee's, investigation conducted fairly and
137 objectively?

138 e) Did such investigation produce sufficient evidence or proof that the
139 employee was guilty of the conduct for which discipline is proposed?

140 f) Has the Chief, or designee, applied a disciplinary penalty without
141 discrimination?

142 g) Was the degree of discipline administered in the particular case reasonably
143 related to the seriousness of the employee's proven offense and employee's
144 record of service with the Police or Fire Department?

145 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the
146 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the
147 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,
148 the Association, and the employee in question, and that no other discipline may
149 be meted out to any employee based upon the subject matter of the grievance
150 in question. In the event that a disciplinary matter is not grieved under the terms
151 and conditions of the Grievance Procedure in the Labor Agreement, the City and
152 the Chief may proceed in the matter of discipline of the employee in question as
153 permitted by law, and the employee in question shall have no recourse to the
154 Grievance Procedure in the Labor Agreement. Discipline of an employee shall
155 only be done according to the terms and conditions of this Agreement; however,
156 the Chief shall have the right to suspend any employee with pay pending the
157 outcome of any grievance filed pursuant to this agreement, or under Section
158 62.13, Wis. Stats.

159 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform
160 the City of the names of the individuals so appointed and of any change thereafter
161 made in such appointments. The City shall allow the representatives the necessary time
162 to process grievances during the course of the duty day.

163 ARTICLE 6
164 PROMOTIONS

165 6.1 When a position in the table of organization of the Fire Department is vacated or newly
166 created, employees shall have the right of promotion to these positions on the basis of
167 department seniority providing they have the necessary qualifications and ability as
168 determined by the Chief, who shall follow the process outlined below:

169 6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who
170 has achieved: a) a rating of “satisfactory” or above on their most recent performance
171 evaluation, and b) meets the minimum experience requirements outlined in the job
172 description for Engineer, and c) achieves a passing score of 70% or above on the
173 Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator
174 Aerial exam, and d) has Wisconsin EMT certification.

175 6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual
176 who has achieved: a) a rating of “satisfactory” or above on their most recent
177 performance evaluation, and b) a passing score of 70% or above on the Wisconsin
178 Certified Fire Officer I exam, and c) a rating of “satisfactory” or above in the
179 “assumption of duties” category of their last performance review, and d) has Wisconsin
180 EMT certification. The written examination will be waived if a candidate has worked at
181 least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out
182 of grade work shall be documented by the officer in charge of the house at which the
183 work was performed.

184 6.4 Promotion to Captain. The position shall be awarded to the most senior individual who
185 has achieved: a) a rating of “satisfactory” or above on their most recent performance
186 evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire
187 Officer I exam, and c) a rating of “satisfactory” or above in the “assumption of duties”
188 category of their last performance review. The written examination will be waived if a
189 candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989
190 until the date of the posting. Out of grade work shall be documented by the officer in
191 charge of the house at which the work was performed.

192 6.5 In no case shall the rights and/or powers of management to promote or to transfer be
193 exercised in an unreasonable, arbitrary or discriminatory manner. This shall include
194 management’s approach to the performance evaluations. In cases where there is
195 disagreement between an employee and a rater regarding the final evaluation, the
196 employee shall have recourse to the grievance procedure. In grievance arbitrations
197 involving performance evaluation, the arbitrator shall be charged with determining only
198 whether the rater employed the agreed upon evaluation process appropriately.

199 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank

508 after retirement, the estate shall receive the full amount of credit to the escrow
509 account for health insurance purposes of accumulated sick leave not to exceed
510 95 working days in accordance with the above policy.

511 14.2.6 An employee who has retired or in case of the employee’s death, the spouse has
512 the right to leave the amount credited to the escrow account for “health
513 insurance purposes” until the end of the calendar year in which the individual
514 attains the age of 63. At that time, they shall have to begin using the escrow
515 account for health insurance purposes.

516 ARTICLE 15
517 VACATIONS

518 15.1 Line Personnel

519 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
520 schedule. The vacation days listed are earned in that year. Vacation days shall be
521 credited on January 1 of each year. No employee shall receive a vacation until
522 they complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days
After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

523 15.1.2 Line Personnel Vacation Selection

524 a) The first round of vacation selection will take place within the first full 3 day
525 work cycle on each shift following the January posting. The second round of
526 vacation selection will take place during the second 3 day work cycle on each
527 shift, and the third round of vacation selection will take place during the third
528 3 day work cycle on each shift.

529 b) A maximum of 9 persons will be allowed on vacation on any given work day.
530 No more than 5 of those on vacation on any given day will be officers. The
531 above numbers do not include the Battalion Chief.

532 c) Openings created by transfers or promotions will be filled using the process
533 outlined in 15.1.2(k).

534 d) A maximum of 15 vacation days may be carried over from year to year for
535 Line Personnel, 30 days for Day Personnel.

536 e) An employee is deemed to be on vacation from the last day worked until the

568 personnel employees cannot carry over more than 30 vacation days at the end
569 of the calendar year. Employees will be allowed to carry over in excess of the
570 maximum accumulation of vacation days subject to the following:

- 571 a) The employee had appropriately scheduled and received approval for the
572 vacation usage.
- 573 b) The employee was unable to use the vacation as scheduled due to:
- 574 i. An employee injured in the line of duty for which the employee
575 received temporary total disability (TTD) benefits through Worker's
576 Compensation or as a result of a duty-incurred heart or respiratory
577 impairment covered under the State's Presumptive Law.
 - 578 ii. The vacation day usage was cancelled by the City.
 - 579 iii. A change in shift results in vacation days originally scheduled as full
580 days of vacation falling on FLSA days.
- 581 c) The employee is unable to reschedule any subsequent days off as vacation
582 after learning of the inability to use the scheduled days as vacation due to
583 the limits placed on the number of employees who can have off on each shift
584 on any given day by the Fire Chief.
- 585 d) The employee is limited to the number of days that can be carried over in
586 excess of the stated maximum accumulation to those days lost to the above-
587 stated reasons.

588 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)
589 becomes significantly ill or injured (i.e. incapacitated) while the employee is on
590 vacation, sick leave may be substituted for the vacation days, provided there is
591 written confirmation of such illness or injury from a qualified medical provider.

592 15.3.4 On separation from the City, the employee shall be paid in cash for their
593 accumulation of vacation credits.

594 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
595 accumulation shall be divided by 12-months and multiplied by the number of
596 complete months worked.

597 ARTICLE 16
598 PERSONAL LEAVE

599 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must
600 be used during the calendar year earned. They may not be accumulated. The number of
601 personal leave days shall be prorated for new full-time employees in the initial year of
602 employment and for employees in their final year of employment unless employment is
603 terminated by acceptance to the State Retirement System, disability or death.
604 Employees shall bid personal leave days into the vacation schedule at the time of the
605 annual bidding for vacation. The first 3-days of scheduled leave taken in a calendar year
606 by members of Local 141, shall be automatically deducted as personal leave days from
607 each member's respective leave account by Fire Department administration.

608 16.2 New full time employees who are not allowed to utilize personal leave days during their
609 first calendar year of employment will be allowed to carry those days over into their
610 second year of employment. All such personal leave days carried over, plus any personal
611 leave days accrued during the second calendar year of employment, must be utilized by
612 the end of the second calendar year of employment.

613 ARTICLE 17
614 HOURS OF WORK

615 17.1 Line Personnel

616 17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of
617 24 consecutive hours commencing at 7:00 a.m.

618 17.1.2 Definition of a work week for line personnel: The normal work week shall consist
619 of 53-hours with a normal 3 platoon system under the procedure of the
620 California Plan as established January 1, 1968 and modified by the City of Green
621 Bay to comply with the provisions of the Fair Labor Standards Act.

622 17.1.3 Overtime worked beyond an average of 53-hours under the modified California
623 Plan will be compensated at the rate of 1½-times the regular hourly rate for line
624 personnel pursuant to the final FLSA regulations.

625 a) For overtime computation, holidays, vacation time, sick leave and funeral
626 leave shall be considered as time worked.

627 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum
628 staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be
629 considered as individual/separate groups for the purposes of overtime.

630 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4
631 hours for any call-in time from regular off-duty time with the following
632 exceptions.

633 a) Classes, training, physical exams and other non-fire suppression work will be
634 paid for actual hours worked provided that the employee knew or reasonably
635 should have known of the event 7-calendar days in advance.

636 b) Employees called in to be interviewed in possible cases of employee
637 discipline will be paid for actual hours worked. Unless an emergency exists,
638 such interviews shall be scheduled during the employee's normal hours of
639 work.

640 17.1.6 When persons are offered and accept overtime through the normal rotation
641 process they will serve in the specific position for which they were called.

642 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours
643 of work when they are able to secure another employee to work in their place
644 provided:

645 a) Such substitution does not impose any additional costs on the City.

646 b) The officer in charge of the house is notified.

- 647 c) The Battalion Chief in charge of the platoon is notified as soon as possible by
648 the officer in charge of the house on the same platoon.
- 649 d) Neither the Fire Department nor the City is held responsible for enforcing
650 any agreement made between employees. It is understood that an
651 employee's first responsibility is to the employee's position with the City.
- 652 e) The trade is made one rank above to one rank below the trader's rank. The
653 person accepting the trade must be able to do the normally assigned job of
654 the person for whom they are working. Paramedics shall be allowed to trade
655 with non-paramedics so long as there is no cost to the City. Also, once a
656 trade has been approved by management it cannot be cancelled by
657 management.
- 658 f) Once approved, a trade shall be deemed to change the regular schedule of
659 the individuals involved in the trade for all purposes except application of the
660 Fair Labor Standards Act. The individual who will be working the trade shall
661 be responsible for reporting the trade to the Battalion Chief. (i.e., staffing
662 software) and shall be responsible for reporting to work on the day traded
663 and be subject to all department regulations and terms of the contract.

664 17.1.8 Employees called to testify in court proceedings on incidents arising from work
665 as a member of the City of Green Bay Fire Department shall be paid a minimum
666 of 4-hours pay for such court appearance. To be eligible for such pay, employees
667 ordered into court shall immediately notify the Chief's office. Determination of
668 job relatedness shall be made at the time of such notification. It is understood
669 that such court pay is generally in addition to the normal work week and shall be
670 paid at the rate determined for such performance. If pay for such appearance is
671 made by a party other than the employer, said pay shall be returned to the City
672 of Green Bay.

673 17.2 Day Personnel

674 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¾-
675 hours.

676 17.2.2 Definition of a car allowance: The previous policy established by the City of
677 Green Bay which is now in effect for members of this bargaining unit is
678 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS
679 Captain." Their allowance will be based on the current City mileage
680 reimbursement schedule.

681 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-
682 hours for any call-in from regular off-duty time with the following exceptions:

- 683 a) Classes, training, physical examinations and other non-fire related work will
684 be paid for actual hours worked provided that the employee knew or
685 reasonably should have known of the event 7-calendar days in advance.
- 686 b) Employees called in to be interviewed in possible cases of employee
687 discipline will be paid for the actual hours worked. Unless an emergency

688 exists, such interviews shall be scheduled during the employee's normal
689 hours of work.

690 c) It is understood that to receive the minimum 4-hours call-in, the City has the
691 right to amend the employee's normal work-day schedule to utilize those
692 personnel for the total 4-hours. However, employees may accept the actual
693 overtime hours worked in lieu of the minimum call-in and thus not have their
694 normal schedule altered.

695

696 ARTICLE 18
697 HOLIDAYS

698 18.1 Line and Shift Personnel

699 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable
700 parity unit in each year. However, these holidays will not be taken and a sum
701 equal to 100% of each employee's monthly payment which includes shift
702 differential, EMS pay and longevity shall be given to each employee in lieu of the
703 normal times off on a holiday.

704 a) Day personnel (lieutenants and captains in the Fire Marshal's Office and
705 Training Division) shall receive a day off with pay on the following holidays or
706 agreed upon alternate designated holidays: New Year's Day, Good Friday,
707 Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
708 Friday after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel
709 will also receive an additional 8-hours of holiday pay at the straight time rate
710 to be paid in the pay period that each holiday occurs.

711 b) Line holiday pay shall be paid by separate equal checks on the first non-
712 payday Friday in May and November of each year.

713 c) Employees first employed during the calendar year and employees
714 terminating employment during the calendar year shall receive holiday pay
715 on a pro rata basis for the actual time employed.

716 ARTICLE 19
717 RATES OF PAY

718 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
719 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis
720 and are based on full-time employment.

721 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour
722 shift, the employee shall receive out of grade pay for the actual hours worked in that
723 classification. When working out of grade as a battalion chief, the employee will receive
724 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of
725 grade documentation shall be maintained by the House Captain.

726 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade

727 except in emergency situations of a temporary nature. Such employees shall have the
728 ability to void such waiver but shall not be eligible for promotion until 12 months after
729 the waiver is nullified.

730 19.4 Members will be compensated for work on specific committees and at a specific wage
731 rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A
732 Memorandum of Agreement regarding the same is attached and incorporated by
733 reference as Exhibit A.

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ARTICLE 20
SHIFT DIFFERENTIAL

738 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive
739 a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on
740 January 1, 2020.

741

742

ARTICLE 21
CLOTHING ALLOWANCE

743 21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an
744 account known as "Clothing Allowance." Any member who has remaining funds in the
745 Clothing Allowance fund will be paid out by April 1, 2020.

746 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of
747 uniform clothing as determined by the Chief. Upon successful completion of the
748 probationary period (one year) they shall receive funds to purchase a dress uniform and
749 their normal yearly allotment.

750 21.3 Members shall be paid \$450 per annum on November 1 and may use the funds to
751 purchase uniform clothing. Effective January 1, 2022, the members shall receive \$500
752 per annum on November 1 and may use the funds to purchase uniform clothing. The
753 per annum will be subject to tax deductions and will be WRS eligible.

754 21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn
755 while on duty.

756 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of
757 safety glasses per year including prescription glasses. (This does not include the cost of
758 the examination. Glasses will be in "regular frames" i.e. W.O.S.).

759 21.5.1 The City will replace or repair required prescription safety glasses which are lost,
760 broken, or damaged on the job.

761 21.5.2 Employees who are not required to wear safety glasses may purchase them
762 through the City.

763

764

ARTICLE 22
LONGEVITY

- 765 22.1 \$10 per month at the first pay period following the anniversary marking the beginning
766 of the 8th year of service.
- 767 22.2 An additional \$10 per month at the first pay period of the 12th year of service.
- 768 22.3 An additional \$10 per month at the first pay period following the anniversary marking
769 the beginning of the 16th year of service.
- 770 22.4 Maximum longevity payment is \$30 per month.

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772

773 ARTICLE 23
774 PENSION

- 775 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
776 amount equal to that paid by general municipal employees.

777
778

ARTICLE 24
EMERGENCY MEDICAL SERVICE

779 24.1 Compensation

- 780 24.1.1 EMS-Certified personnel shall be compensated according to the following
781 schedule:

- 782 • EMT 2.75% of top Fire Fighter Rate
783 • EMT-P 4.25% of top Fire Fighter Rate

- 784 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
785 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
786 Skills Retention" is subject to negotiation per Article 8.

- 787 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
788 equivalent to 6% of the top firefighter rate per day to those employees who
789 actually serve on the ambulance. The ride pay calculation is:

- 790 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
791 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
- 792 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
793 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*
794 (pay/106x24x6%/24).

795 24.2 EMS Staffing

- 796 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
797 the understanding of the parties that the Chief determines the needs of the
798 department as well as the qualifications necessary to fill those needs.
799 Management must, however, follow contractual seniority provisions with
800 respect to promotion, transfer or assignment to positions.

- 801 24.2.2 All personnel assigned to squads must have at least EMT certification.

