

**CITY OF SUPERIOR**

**and**

**SUPERIOR LOCAL #74  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
IAFF**

**01/01/2019 - 12/31/2021**

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**A G R E E M E N T**

**By and Between**

**CITY OF SUPERIOR**

**and**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
SUPERIOR LOCAL NO. 74**

**January 1, 2019 - December 31, 2021**

**\*\*\***

The following shall constitute the Agreement in full between CITY OF SUPERIOR and FIREFIGHTERS LOCAL NO. 74.

**ARTICLE 1 - RECOGNITION CLAUSE**

This Agreement is entered into by and between City of Superior, Wisconsin, hereinafter referred to as the Employer, and Local No. 74 of the International Association of Firefighters, hereinafter referred to as the Union. For the purpose of this Agreement, the term members of the bargaining unit shall hereinafter refer to persons who are employed as firefighters by the City of Superior Fire Department with the exception of Fire Chief and Fire Battalion Chiefs. The City recognizes Superior Firefighters Local No. 74 as the sole and exclusive bargaining representative for all members of the bargaining unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; to establish proper standards of wages, hours and other conditions of employment; and to provide for a high level of protection of persons and property. Every firefighter shall endeavor to increase his or her skill level.

Gender: Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

## ARTICLE 2 - SALARY SCHEDULE

- a) As of the effective date of this Agreement, members of the bargaining unit shall be paid the salaries set forth in Appendix "A".
- b) Whenever a member of the bargaining unit is required or assigned by the Fire Chief or his designee to work in a grade higher than his regular position, he shall be compensated therefore at the rate established at the higher grade.

## ARTICLE 3 - PROMOTIONS

- a) Filling Vacant Positions: Whenever a vacancy occurs in the bargaining unit, to fill the position the City will post the position for a period of fifteen (15) days during which time written applications will be received by the Chief.
- b) Fire Inspector and Specialist Assignments: The positions of Fire Inspector, Assistant Fire Inspector, Industrial Fire Coordinator, Fire Training Coordinator, Fire Investigator, Assistant Fire Investigator, Hazardous-Materials Coordinator, Hazardous Materials Equipment Manager, Hazardous Materials IT/EHS Manager, Medical Officer, Rescue Officer and Juvenile Fire Setter Interventionist (JFSI), shall be filled on the basis of ability. In the event of equal ability, the most senior bargaining unit member shall be selected. An individual may only hold one of the above special assignments at a given time.

Each of the specialist positions shall be staffed by one bargaining unit member, except the Assistant Fire Inspector and JFSI assignments which may be staffed by up to two bargaining unit members. Only the person appointed to any of the above positions shall be compensated for that position. Salaries for the Fire Inspector and the specialist assignments are as shown in Appendix A.

- c) Except as provided in b), all positions shall be filled by the applicant with the greatest seniority; provided that, if such position requires specialty training and skills, such position shall be filled on the basis of ability to perform such skills. In the event of equal ability, the most senior applicant will be selected.
- d) The Fire Inspector and Assistant Fire Inspector may be required to fill vacancies occurring within fire companies. These assignments shall be used at the Chief's discretion to attempt to stay within the department's overtime budget.

The Fire Inspector and Assistant Fire Inspector will be assigned as Firefighters when not performing inspection duties. Normal inspection hours are 8:00 to 18:00 hours.

These assignments shall not interfere with the safety and health of any bargaining unit members, or result in a reduction of the number of fire inspections performed. Local 74 recognizes that fire companies may be required to perform fire inspections during normal inspection hours.

## **ARTICLE 4 - PROBATIONARY PERIOD**

Probationary periods as described below refer to an employee who is unrestricted from performing the full range of work of the position for which the probationary period is being served. Any light duty work or leave of absence time would not count toward the probationary period time.

New Employee: Effective May 4, 2016, new employees shall serve an eighteen (18) month probationary period. During the eighteen (18) month probationary period, an employee shall have the right to be represented by the Union. In the event of a termination during the probationary period, the probationer shall have no right of appeal.

Upon successful completion of the probationary period, the employee's seniority shall accrue to the original date of his continuous employment.

The probationary employee shall be paid at the rate set forth in Appendix "A".

Promotional Probationary Period: All promotions are subject to a one (1) year probationary period. During this probationary period it shall be the responsibility of the Fire Chief to rate the individual quarterly, on the efficiency rating schedule, and to inform the individual of his rating. By the end of the one (1) year probationary period, a letter of confirmation or denial shall be submitted to the individual. A letter of denial shall cite any deficiencies indicated by the efficiency rating schedules.

The promotional probationary employee shall be paid at the rate set forth in Appendix "A".

## **ARTICLE 5 - UNION DUES**

- a) All bargaining unit members retain the right of Union representation on any matters of disciplinary action.
- b) The Union, as the exclusive representative of all members of the bargaining unit, will represent all such employees fairly and equally. All members of the bargaining unit who consent shall pay their proportionate share of the cost of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union Constitution and by-laws. No employees shall be denied Union membership because of race, creed, color, or sex.
- c) The Employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit, who have consented to such deduction, the monthly dues amount set forth by the union, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.
- d) The Union will indemnify and hold the City harmless against any and all claims, fees - including attorneys fees, judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City in compliance with the provisions of this Article. In the event of an insufficient deduction or of no deduction under this Article,

the City's sole responsibility will be to deduct additional amounts from future paychecks, if any, belonging to the employee for whom the deduction was insufficient or lacking. The application of fair share to probationary employees and other employees for whom payments were previously not deducted will be prospective only.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- a)** The City possesses the sole right to operate the City Government and all management rights reside in it, subject only to the provisions of this Contract and applicable law. These rights include:
- A.** To direct all operations of the Fire Department.
  - B.** To establish work rules and schedules of work.
  - C.** To hire, promote, transfer, schedule and assign employees to positions with the Fire Department.
  - D.** To suspend, demote, discharge and take other disciplinary action against employees.
  - E.** To determine the order of layoff pursuant to 62.13 Wis. Stats. (1979).
  - F.** To maintain efficiency of Fire Department operations.
  - G.** To take whatever action is necessary to comply with State or Federal law.
  - H.** To introduce new or improved methods or facilities.
  - I.** To determine the methods, means and personnel by which Fire Department operations are to be conducted.
  - J.** To take whatever action is necessary to carry out the functions of the City in situations of emergency.

## **ARTICLE 7 - UNION RIGHTS**

- a)** All rights, privileges, and working conditions enjoyed by the employees at the present time, which have not been included in this Agreement, shall remain in full force, unchanged and unaffected in any way, during the term of this Agreement, unless they are changed in mutual consent.
- b)** With regard to changes in or the introduction of new equipment, methods or facilities, the City agrees to inform the Union of said proposed changes and, upon request, bargain in good faith with the Union prior to the implementation concerning adverse health and safety factors which impact upon firefighters covered by this Agreement as a result of said proposed changes.

## **ARTICLE 8 - RULES AND REGULATIONS**

The City retains the right to establish reasonable work rules and rules of conduct. The Union agrees that its members shall comply with all Fire Department rules and regulations including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations which effect wages, hours, conditions of employment and working conditions shall be subject to the grievance procedure.

## **ARTICLE 9 - SHIFT EXCHANGE**

Members of the bargaining unit may exchange work days between themselves upon written notification to and approval from the officer in charge. The Employer shall not incur any additional cost which accrues solely from the exchange of work hours.

In the event, an employee does not appear for a traded day because of illness, that employee will have their sick leave balance reduced 1 (one) hour for each hour missed or 12 (twelve) hours for each complete shift that is missed. If overtime is needed to cover the absence, the employee shall have their sick leave balance reduced by 1.5 (one-and-one-half) hours for each hour missed or 18 (eighteen) hours for each complete shift that is missed.

## **ARTICLE 10 - SAVINGS CLAUSE**

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 passed or enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining for the purpose of arriving at a replacement for such provision.

## **ARTICLE 11 - OVERTIME PAY/CALL BACK/COURT/PAID RELIEFS**

- a)** Approved overtime will be paid at one and one-half (1.5) times base rate for all hours worked over normal work week as follows:

A normal work week shall average fifty-six (56) hours in a three (3) week cycle with hours as follows:

Twenty-four (24) hours on duty and forty-eight (48) hours off, with the exception of those working a forty (40) hour work week.

A “shift” is defined as twelve (12) hours, a “day” is defined as twenty-four (24) hours.

- b)** Longevity is subject to FLSA payments and will be calculated following the guidelines set forth in CFR29 §778.209 (a) and (b).



- c) In the case of a holdover after a normal tour of duty due to a major fire or emergency, every member of the bargaining unit held over shall be compensated therefore at the rate of time and one-half (1.5).
- d) Any member who attends Fire Department mandated training shall be compensated at the rate of time and one-half for all off-duty time spent in the classroom, in addition, to the applicable per-diem or travel expense.
- e) The City recognizes that if the Fire Inspector position is staffed as a forty (40) hour position that all hours worked in excess of forty (40) hours per week shall be compensated at the overtime rate as stated in Article 11 of the working agreement.
- f) Call Back Pay: In addition to the salary schedule, every member of the bargaining unit, in case of call back to duty to a major fire or emergency, shall be compensated therefore at the rate of time and one-half (1.5) per call, with a minimum of three (3) hours.

Pagers/Text Messaging: Any member of the bargaining unit may volunteer to participate in the pager/text messenger recall system. Members not carrying a pager/text messenger may also be called back for duty.

- g) Court Pay: Any member obligated to appear in court pursuant to a Fire Department related case, shall be compensated at the rate of time and one half (1.5) for such time with a minimum of two (2) hours if off duty at such time.
- h) Paid Relief: A paid relief will work in the position that was called for and cannot bump into a higher position.

Paid reliefs may be exchanged with a member of equal rank at any time without authorization.

Paid reliefs may be exchanged with a member of lower or higher rank with authorization from the Chief or Fire Battalion Chief and shall be paid at the rate of the position called for.

Members occupying the position of Fire Inspector-Captain scheduled on a forty (40) hour workweek, shall have their name placed on the Paid Relief list which their seniority would normally allow. While working that paid relief they will be paid at their regular paid relief rate of pay or at the paid relief rate for the position they are working, whichever is greater.

Based upon a favorable first quarterly evaluation, a probationary employee shall be placed on the paid relief list.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- a) Definition of a grievance: Any difference of opinion, misunderstanding, complaint or grievance which arises concerning the interpretation or application of this Agreement shall be processed as follows:

- b) Settlement of a grievance: Any grievance shall be considered settled at the completion of any step of the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- c) Steps in Procedure:  
**Step 1.** The grievant with Union representation shall orally present the grievance to his Fire Battalion Chief within fifteen (15) days from the date of the incident. In the event of a grievance, the grievant shall perform his regular duties and grieve his complaint later. The Fire Battalion Chief will orally inform the employee and Union of his decision within three (3) days.  
**Step 2.** If the grievance is not settled at the first step, the grievance shall be presented in writing to the Chief within three (3) days of the Fire Battalion Chief's Step 1 answer. The Chief shall, within five (5) days after such grievance is presented hold an informal meeting with the aggrieved employee and the Union Representative. The Chief shall reduce his decision to writing and furnish a copy of the same within three (3) days of such meeting to all parties. When in a non-emergency situation an employee is ordered to perform such a task or duty so as to cause unjustifiable danger or personal embarrassment, and the employee must perform such task or duty before he can follow the prescribed time limits in the grievance procedure, and the Chief refuses to postpone the order, the Union can immediately request the Mayor to order the Chief to postpone said order until the Union can process a proper grievance as is established in this Article.  
**Step 3.** If the grievance is not settled at the second step, the grievance shall be presented to the Mayor and Human Resources Committee (HRC) within five (5) days of the Chief's written decision. Such grievance shall make specific reference to the Contract Article alleged to be violated. The Mayor and HRC shall meet with the Union and grievant at the next regularly scheduled HRC meeting. Within five (5) days after such meeting, the Committee shall reduce its decision to writing and forward copies to all parties.  
**Step 4.** If the grievance is not settled in the third step, arbitration is the next and final step, but must be requested in writing within five (5) days of the receipt of the Committee's decision as in Step 3. The decision of the Arbitrator is to be final and binding upon such parties to the grievance.
- d) Any period of time specified in this Article for the giving of notice or taking any action shall be interpreted to exclude Saturdays, Sundays, and holidays and may be extended by mutual agreement.
- e) The term "Arbitrator" as used herein shall refer to a single arbitrator.
- f) Final binding arbitration may be initiated by a notification in writing to the Wisconsin Employment Relations Commission. Said notice shall identify the Agreement provisions, the grievance or grievances and the department and employees involved. The W.E.R.C. shall submit the name of the arbitrator to be used.
- g) All expenses which may be involved in the arbitration proceeding relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- h) The Arbitrator so selected shall hold hearing at a time and place convenient to the parties.

Statements of position may be made by the parties, and witnesses may be called. The Arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is initially determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with the provisions of this Article to determine the merits of the dispute submitted to arbitration. The parties reserve their right to appeal the arbitrator's decision on arbitrability, after the arbitrator's decision on the grievance, and both parties agree that the implementation of the decision shall not be delayed pending appeal.

- i) All records pertinent to the grievance of the aggrieved employee covered by this Agreement shall be made available to the Union upon request for the purpose of handling grievances.
- j) It is understood that attendance of a member of the bargaining unit at a grievance or arbitration proceeding shall be at no cost to the City.
- k) The Union shall inform the City of the names of Union officers and any changes thereof.
- l) The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.
- m) In the event that the grievance arises out of direct acts of the Chief, the first step of the grievance procedure shall automatically be waived.

### **ARTICLE 13 - CLOTHING ALLOWANCE**

In addition to the salary schedule, each member of the bargaining unit shall receive a clothing allowance. The clothing allowance shall be paid in a lump-sum payment of Four Hundred and Fifty Dollars (\$450.00) which will be received on or before February 28 of each year of this Agreement. In the event the employment of a Firefighter by the City shall terminate at any time during the year of payment, there shall be an adjustment of severance pay on the Firefighter's final paycheck, which adjustment shall be pro rata as of the date of termination to reflect earned or unearned clothing allowance as the case may be, and the City shall pay any earned clothing allowance in such year and the Firefighter shall refund any unearned clothing allowance during such year. If a Firefighter has worked during a month, such month shall be deemed earned for purposes of calculation hereunder. The payment for the clothing allowance herein provided shall be deemed a current payment with respect to the month in which the payment is made and all months preceding it and a repayment of all full months subsequent to the month of payment during the year of payment.

New employees shall receive the full clothing allowance within thirty (30) days of the date of hire or on February 28 of the year of hire, whichever occurs later.

### **ARTICLE 14 - HOLIDAY PAY, LONGEVITY PAY**

- a) Holiday Pay: In addition to the salary schedule, each member of the bargaining unit shall receive holiday pay for twelve (12) holidays. Holiday pay shall be computed by dividing the annual base by 243 (the number of twelve hour shifts in a year) to determine the daily rate and multiplying the daily rate by twelve (12) holidays.

Effective January 1, 1992, holiday pay, as it is defined in the working agreement, shall be paid to members the second payday in January, in a lump sum.

Parties agree that, as outlined above, holiday pay shall be eligible for inclusion in Wisconsin Retirement Fund (WRF) computations. In the event WRF shall disagree with this interpretation, holiday pay shall be paid on a bi-weekly basis.

All holiday computation for new employees and for retirees shall be computed to the nearest one-half month. New hires shall receive their holiday pay with their first paycheck.

Any member assigned to the Fire Inspector - 40 hour workweek will not receive a lump sum holiday payment as described above but will instead receive two floating holidays in addition to the following ten holidays off with pay:

- |  |                               |
|--|-------------------------------|
| 1. New Year's Day                        | 6. Veteran's Day              |
| 2. Spring Holiday (Friday before Easter) | 7. Thanksgiving Day           |
| 3. Memorial Day                          | 8. Day after Thanksgiving Day |
| 4. Independence Day                      | 9. Christmas Eve Day          |
| 5. Labor Day                             | 10. Christmas Day             |

- b) Longevity Pay. In addition to the salary schedule, each member of the bargaining unit shall receive longevity pay as described in Appendix A.

## **ARTICLE 15 - PENSION FUND**

All employees hired 7/1/2011 or after will be required to make employee contributions to the Wisconsin Retirement Fund Plan effective 1/1/2012 at an amount equal to the contribution rate required to be paid by general employees.

Effective the day after City Council approval of the 2012 contract (6/13/12), all eligible employees will be required to make employee contributions to the Wisconsin Retirement Fund Plan at an amount equal to 3%. The City of Superior agrees to contribute the balance of the employee/employer contributions to the Wisconsin Retirement Fund Plan.

Effective January 1, 2013, all eligible employees will be required to make employee contributions to the Wisconsin Retirement Fund Plan at an amount equal to the contribution rate required to be paid by general employees. The City of Superior agrees to contribute the balance of the employee/employer contributions to the Wisconsin Retirement Fund Plan.

## **ARTICLE 16 - INSURANCES**

- a) Health/Dental Insurance: Effective upon City Council approval of the 2014 union contract (April 2014), in addition to the salary schedule, the Employer shall pay the monthly premium of each member of the bargaining unit employee's health/dental insurance plan as follows: The City will contribute 87.4% for the cost of the single, employee plus 1 spouse/dependent (or) family plan.

## **ARTICLE 17 - SICK LEAVE**

- a) Sick Leave Accrual: Members of the bargaining unit working an average forty (40) hour week shall be entitled to 12 hours of sick leave for each completed month of employment. Members of the bargaining unit working an average fifty-six (56) hour week shall be entitled to 18 hours of sick leave for each completed month of employment. Effective upon ratification of the 2003 Working Agreement, employees who have reached 1,680 hours sick leave for a 56 hour week or 1,120 for a 40 hour week shall have deposited on their behalf in the ICMA VantageCare plan, any additional earned sick leave hours at their current base rate, excluding longevity. Employees may claim sick leave for the following reasons:
- 1) The employee's illness or injury including time-off approved under the Family Medical Leave Act; or
  - 2) The employee's dental or medical provider appointment for service or consultation; or
  - 3) The employee's family member's illness or injury including time-off approved under the Family Medical Leave Act; or
  - 4) The employee's family member's dental or medical provider appointment for service or consultation.

For the purposes of this article family members include spouse, children, step-children, parents or parents of the employee's spouse.

Sick Leave will be available for the probationary employee to use after completion of twelve (12) months of employment.

## **ARTICLE 18 - CONVERSION OF UNUSED SICK LEAVE OR VACATION UPON RETIREMENT**

- a) Conversion of Unused Sick Leave Upon Retirement: Effective upon retirement in the Wisconsin Retirement System, forced retirement due to disability or death of an employee, the employee or his estate shall have deposited on their behalf in the ICMA VantageCare plan, the value of the employee's unused sick leave. The value is determined by multiplying the amount of unused accumulated sick leave as of the date of retirement, disability, or death by the base rate of pay of the retiree or deceased employee. The ICMA VantageCare Plan is available for post-retirement medical expenses including health insurance premium payments, either with the City's Group Health Insurance or another health insurance plan. The term "group health insurance" shall mean the hospital and surgical coverage which the City maintains for the bargaining unit at the time the coverage is used as opposed to coverage existing on the dates of conversion, and the premium for such insurance shall be the premium then in effect for the bargaining unit as opposed to the premium for such coverage as of the date of conversion.

There shall be no cash payment with respect to accrued and unused sick leave.

- b) Annual Conversion of Accrued Vacation Pay: At the end of the calendar year after which the probationary period of 18 months is completed, an employee is eligible to convert vacation days to VantageCare. The employee must first carry over 3 days of vacation (72 hours) to use in the following calendar year before they can convert any days, which would otherwise be lost, up to 72 hours. The value deposited into VantageCare is determined by multiplying the number of hours of vacation by the base hourly rate of pay (excluding longevity) at the time of conversion.

Conversion of Accrued Vacation at Retirement: Bargaining unit members, upon retirement in the Wisconsin Retirement System, forced retirement due to disability or death of an employee, will deposit any additional unused accrued vacation into the ICMA VantageCare plan. The value is determined by multiplying the amount of unused accumulated vacation as of the date of retirement, disability, or death by the base rate of pay of the retiree or deceased employee. The ICMA VantageCare Plan is available for post-retirement medical expenses including health insurance premium payments, either with the City's Group Health Insurance or another health insurance plan.

- c) For employees who retire prior to January 1, 2006: Retirees may continue the City's health plan beyond age 65 or medicare eligibility and will pay the rates established for active employees. At age 65 or medicare eligible age, the retiree or spouse may discontinue coverage under the health plan and move to a medicare supplement plan offered by the City. The spouse of a retiree moving to the medicare supplement plan who has not reached the age of medicare eligibility, may stay on the City's health plan until they are medicare eligible age as long as the retiree continues the medicare supplement plan offered by the City. However, once a retiree elects to discontinue either the City's health plan or the City offered medicare supplement plan, the spouse will be given COBRA benefits of 18 to 36 months depending upon the individual's situation.

For employees who retire after December 31, 2005: Retirees may continue the City's health plan to age 65 or medicare eligible age and will pay the rate established for active employees. At age 65 or medicare eligible age, the retiree or spouse coverage under the plan will end and the retiree or spouse may opt to continue coverage under a medicare supplement plan offered by the City. The spouse of a retiree moving to the medicare supplement plan who has not reached the age of medicare eligibility, may stay on the City's health plan until they are medicare eligible age as long as the retiree continues the medicare supplement plan offered by the City. However, once a retire elects to discontinue either the City's health plan or the City offered medicare supplement plan, the spouse will be given COBRA benefits of 18 to 36 months depending upon the individual's situation.

A spouse of a retiree who dies while on the City health plan or City offered medicare supplement plan, may continue City health plan or City offered medicare supplement plan coverage depending on the retiree's and spouse's eligibility as described above, through paying 100% of health plan premiums.

Dollars banked for post-retirement coverage will be used to pay for the medicare supplement plan.

Retirees or spouses of retirees who have left the health plan coverage of the City may return to the City's insured medicare supplement plan of their choice at any time by filing an application with the medicare supplement plan provider, complying with the plan requirements at the time of filing and paying 100% of the premiums required.

## **ARTICLE 19 - RETURN TO WORK POLICY**

- a) Return to Work Policy: The City may implement a return-to-work policy for bargaining members. Assignments of work under such policy shall be made by the Fire Chief, and duty assignment shall be limited to work within the Department or other Fire Department related duties, including by way of example, telephone duty, hose inventory, filing, fire pre-plan duty and department errands. All of such duty shall be within the physical limitations determined by the assessment. There shall be no permanent light duty. The City adopted a return-to-work policy on August 1, 1988 covering City employees, and the parties agree that such policy shall be implemented with respect to the Fire Department substantially in accordance with Appendix B attached hereto.

## **ARTICLE 20 - SAFETY & HEALTH**

- a) Injuries on Duty: Any payment by the City to a member of the bargaining unit for the first three calendar days of absence due to injury on duty shall be deducted from the members accumulated sick leave.
- b) Safety and Health Committee:
- 1) The Employer recognizes the Safety and Health Committee of the Union.
  - 2) The Safety and Health Committee shall meet monthly with the Fire Chief and at such other times as deemed necessary by the Fire Chief and/or Union. It is understood that the Safety and Health Committee shall arrange the meeting times so that there is no cost to the Employer.
  - 3) The Committee members shall be granted the necessary time during the duty day to conduct investigations of Safety and Health problems as deemed necessary by the Fire Chief and/or Union. It is understood that the Safety and Health Committee shall arrange the meeting times so that there is no cost to the Employer.
  - 4) All recommendations and reports from the Safety and Health Committee shall be in writing and copies submitted to the Chief.
  - 5) The Chief shall respond to all recommendations of the Safety and Health Committee in writing within fifteen (15) days of the date of the meeting.

## ARTICLE 21 - VACATION / PERSONAL DAYS

Vacation allowances will be computed on a calendar year basis and will be granted to members of the bargaining unit to be picked by seniority as follows:

**a)** New employees hired between:

January 1 and March 31 of each calendar year will receive five (5) twenty-four (24) hour periods of vacation with pay.

April 1 and June 30 of each calendar year will receive three (3) twenty-four (24) hour periods of vacation with pay.

July 1 and September 30 of each calendar year will receive two (2) twenty-four (24) hour periods of vacation with pay.

October 1 and November 15 of each calendar year will receive one (1) twenty-four hour period of vacation with pay.

November 16 and December 31 of each calendar year will receive zero (0) periods of vacation with pay.

Prorated vacation will be available for the probationary employee to use after completion of twelve (12) months of employment.

An employee who leaves employment with the City prior to completion of probation forfeits any accrued unused vacation hours.

**b)** For members working an average fifty-six (56) hour week:

After one (1) full year of service in the Department through the fifth (5<sup>th</sup>) year, employees will be entitled to five (5) twenty-four (24) hour periods of vacation with pay.

After five (5) full years of service employees will be entitled to six (6) twenty-four (24) hour periods of vacation with pay.

After seven (7) full years of service employees will be entitled to eight (8) twenty-four (24) hour periods of vacation with pay.

After twelve (12) full years of service employees will be entitled to ten (10) twenty-four (24) hour periods of vacation with pay.

After seventeen (17) full years of service employees will be entitled to thirteen (13) twenty-four (24) hours periods of vacation with pay.

After twenty-four (24) full years of service employees will be entitled to fourteen (14) twenty-four (24) hour periods of vacation with pay.



- c) For members working an average forty (40) hour week:

After one (1) full year of service in the Department through the fifth (5<sup>th</sup>) year, employees will be entitled to ten (10) working days (80 hours).

After five (5) full years of service employees will be entitled to twelve (12) working days (96 hours).

After seven (7) full years of service employees will be entitled to sixteen (16) working days (128 hours).

After twelve (12) full years of service employees will be entitled to twenty (20) working days (160 hours).

After seventeen (17) full years of service employees will be entitled to twenty-six (26) working days (208 hours).

After twenty-four (24) full years of service employees will be entitled to twenty-eight (28) working days (224 hours).

- d) Upon completion of twelve (12) months of employment, employees will have two shifts (24 hours) of personal day hours to use in the calendar year. Personal day hours must be used within the department's vacation guidelines.

An employee who leaves employment with the City prior to completion of probation forfeits any accrued unused personal day hours.

- e) Members of the bargaining unit who agree to retire during the following year shall be allowed to hold over any vacation earned during the year preceding their retirement for use upon retirement. Any employee who does not retire at the time agreed upon shall forfeit and lose any vacation held over for retirement. Such vacation shall be paid for at the employee's regular rate of pay at the time of retirement. In the event of a personal emergency, an employee may approach the Common Council which may, in its discretion, waive loss of any held over vacation.

## **ARTICLE 22 - SEVERANCE PAY UPON RETIREMENT**

When a member retires from the Fire Department he/she shall receive in separation pay benefits all of his/her accumulated, unused vacation earned for that year plus any vacation held over under provisions of Article 21 above. Severance pay benefits shall also include any accumulated sick leave. The severance pay provisions of this Article do not include the right to receive any cash or other remuneration for accumulated unused sick leave or vacation which has been converted to ICMA Vantage Care benefits or Health Insurance Credit pursuant to Articles 17 and 18.

## **ARTICLE 23 - BEREAVEMENT PAY**

- a)** If leave of absence is needed due to death in the family, no time off with pay can be allowed unless the relationship is as follows:
  - 1)** Spouse, Son, Daughter, Mother, Father, Sister or Brother: In such cases, up to four (4) twelve (12) hour shifts will be allowed.
  - 2)** Father-in-law or Mother-in-law or Grandparents of the Employee or spouse: In such cases, up to two (2) twelve (12) hour shifts will be allowed.
  - 3)** Other relation living in the same household: In such cases, up to two (2) twelve (12) hour shifts will be allowed.
- b)** The members of the bargaining unit, when acting as pallbearer, shall be entitled to time off with pay, but not to exceed one (1) twelve (12) hour shift during any working day.

## **ARTICLE 24 - MILITARY LEAVE, U.S. ARMED FORCES RESERVES**

- a)** Any employee involuntarily entering the Army, Navy, Air Force, Coast Guard, or Marine Corps on active duty, shall, upon his/her return from such service, be entitled to reinstatement to his/her position at the normal rate of pay for that position. The employee's seniority date shall be the original date of hire.
- b)** Employees called upon to serve periods of duty with the National Guard or any other military reserve unit shall suffer no loss of wages for that time. The City will pay the difference between the wages received for duty and the wages the employee would have received from the City for that period of time. Such periods shall not exceed two weeks (5-24 hour shifts) during any calendar year. In no case shall the employee receive more than their normal City gross pay for the period of absence, except that if the employee earns more money from the military he/she can take no pay from the City for the military leave time. If the employee takes vacation or trades shifts during this period, he/she need not report the military pay to the City.

## **ARTICLE 25 - RESIDENCY**

All members of the bargaining unit hired after January 1, 1986, shall, within six (6) months of completion of probation, be allowed to reside anywhere within a 30-minute response time to corporate limits of the City of Superior.

## **ARTICLE 26 - CONVENTION TIME**

The Employer shall allow two (2) twelve hour shifts for up to three (3) Union delegates to the State Firefighters' Convention. In addition, up to one (1) additional employee shall be allowed two (2) twelve hour shifts for the Convention if said employee is on the Executive Board of the Professional Firefighters of Wisconsin Association or is President, Vice President, or Secretary-Treasurer of the Professional Firefighters of Wisconsin Association.

**ARTICLE 27 - ENTIRE AGREEMENT**

All appendices and amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement. All such appendices and amendments during the life of the Contract must be mutually agreeable to both parties.

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendments supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. For the life of this Agreement the parties signatory hereto agree that the other shall not be obligated to bargain collectively except upon mutual agreement or as required by this agreement.

**ARTICLE 28 - DURATION OF AGREEMENT**

- a) This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2021 or until a succeeding contract is signed whichever date is later.
- b) On or before June 30, 2021 either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification and specifically, within the thirty (30) days, the party requesting negotiations shall submit their proposals and the parties hereto shall meet and engage in such negotiations.
- c) If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

**Approved by the City:**

**Approved by I.A.F.F. Local #74:**

\_\_\_\_\_  
Jim Paine, Mayor

\_\_\_\_\_  
Suzanne Olson, President

\_\_\_\_\_  
Keith Kern, Council President

\_\_\_\_\_  
David Johnson, Vice President

\_\_\_\_\_  
Terri Kalan, City Clerk

\_\_\_\_\_  
Stephen Miner, Secretary/Treasurer

\_\_\_\_\_  
Steven Panger, Fire Chief

Approved by Union: 1/10/2019  
Approved by Human Resources Committee: 1/21/2019  
Approved by City Council: 2/5/2019

\_\_\_\_\_  
Frog Prell, City Attorney

\_\_\_\_\_  
Jean Vito, Finance Director & Senior Admin Officer

\_\_\_\_\_  
Cammi Koneczny, Human Resources Director

## APPENDIX "A"

BASE RATES WOULD BE CONSIDERED AS FOLLOWS:

An employee hired as an Entry-Level Firefighter, after reaching Step 1 as described below, would move up one step on the salary schedule effective on their anniversary date each year.

---

### **Step System Effective 5/4/2016:**

Firefighter ranges are established as follows:

Entry Firefighter:

- 95% of Step 1 for a period for 6 months;
- After 6 months move to Step 1 of the Firefighter range.
- Step 1 - Step 2 less 2%
- Step 2 - Step 3 less 2%
- Step 3 - Step 4 less 1.5%
- Step 4 - Step 5 less 1.5%
- Step 5 - Top Step

Motor Pump Operator, Fire Inspector and Fire Captain ranges are established as follows:

- Step 1 - Step 2 less 1%
  - Step 2 - Step 3 less 1%
  - Step 3 - Step 4 less 1%
  - Step 4 - Top Step
- 

The steps of the salary schedule would continue and new Firefighter employees or new appointees to the Motor Pump Operator, Fire Captain, Fire Inspector would move to the entry step of the salary schedule as their base, and move up one step on the salary schedule effective on their anniversary date of their appointment to the position.

Specialist assignments would be calculated at 2% and 4% above the employee's base rate.

The salaries of the members of the bargaining unit according to their respective positions are hereby established for the years 2016 through 2018. Annual salaries are based upon 56 hour work week or 2,912 hours of work in a year unless otherwise noted.

Wage Increases:	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>12/31/2021</u>
Fire Captains	2.5%	2%	2.5%	1.5%
Motor Pump Operators	2.5%	2%	2.5%	1.5%
Firefighters	2.5%	2%	2.5%	1.5%

*1% was added to base wage 12/31/2015 for EMT certification*

**WAGES**  
**Hourly**  
**(2,912 hours Annual)**

**Effective 7/1/2019 – 2.5%**

		<b>Entry</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
405	Firefighter	\$17.70	\$18.63	\$19.01	\$19.39	\$19.69	\$19.99
410	Firefighter Specialist 2% (Range B)		\$19.00	\$19.39	\$19.78	\$20.08	\$20.39
411	Firefighter Specialist 4% (Range C)		\$19.37	\$19.77	\$20.17	\$20.48	\$20.79
				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
420	Motor Pump Operator			\$20.55	\$20.76	\$20.97	\$21.18
425	Motor Pump Op Spec 2% (Range B)			\$20.96	\$21.17	\$21.39	\$21.60
426	Motor Pump Op Spec 4% (Range C)			\$21.37	\$21.59	\$21.81	\$22.03
430	Fire Captain			\$22.38	\$22.61	\$22.84	\$23.07
435	Fire Captain Specialist 2% (Range B)			\$22.83	\$23.06	\$23.30	\$23.53
436	Fire Captain Specialist 4% (Range C)			\$23.28	\$23.52	\$23.75	\$23.99
440	Fire Inspector-40 hours			\$32.59	\$32.92	\$33.25	\$33.59
441	Fire Inspector-56 hours			\$23.28	\$23.52	\$23.75	\$23.99

**Effective 7/1/2020 – 2%**

		<b>Entry</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
405	Firefighter	\$18.05	\$19.00	\$19.39	\$19.78	\$20.08	\$20.39
410	Firefighter Specialist 2% (Range B)		\$19.38	\$19.77	\$20.18	\$20.49	\$20.80
411	Firefighter Specialist 4% (Range C)		\$19.76	\$20.16	\$20.57	\$20.89	\$21.21
				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
420	Motor Pump Operator			\$20.96	\$21.17	\$21.38	\$21.60
425	Motor Pump Op Spec 2% (Range B)			\$21.38	\$21.59	\$21.81	\$22.03
426	Motor Pump Op Spec 4% (Range C)			\$21.80	\$22.02	\$22.24	\$22.46
430	Fire Captain			\$22.83	\$23.06	\$23.29	\$23.53
435	Fire Captain Specialist 2% (Range B)			\$23.29	\$23.52	\$23.76	\$24.00
436	Fire Captain Specialist 4% (Range C)			\$23.74	\$23.98	\$24.23	\$24.47
440	Fire Inspector-40 hours			\$33.24	\$33.58	\$33.92	\$34.26
441	Fire Inspector-56 hours			\$23.74	\$23.98	\$24.23	\$24.47

**Effective 7/1/2021 – 2.5%**

		<b>Entry</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
405	Firefighter	\$18.50	\$19.47	\$19.87	\$20.28	\$20.59	\$20.90
410	Firefighter Specialist 2% (Range B)		\$19.86	\$20.27	\$20.68	\$21.00	\$21.32
411	Firefighter Specialist 4% (Range C)		\$20.25	\$20.67	\$21.09	\$21.41	\$21.74
				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
420	Motor Pump Operator			\$21.48	\$21.70	\$21.92	\$22.14
425	Motor Pump Op Spec 2% (Range B)			\$21.91	\$22.13	\$22.36	\$22.58
426	Motor Pump Op Spec 4% (Range C)			\$22.34	\$22.57	\$22.80	\$23.03
430	Fire Captain			\$23.40	\$23.64	\$23.88	\$24.12
435	Fire Captain Specialist 2% (Range B)			\$23.87	\$24.11	\$24.36	\$24.60
436	Fire Captain Specialist 4% (Range C)			\$24.34	\$24.59	\$24.83	\$25.08
440	Fire Inspector-40 hours			\$34.08	\$34.42	\$34.77	\$35.12
441	Fire Inspector-56 hours			\$24.34	\$24.59	\$24.83	\$25.08

**Effective 12/31/2021 – 1.5%**

		<b>Entry</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
405	Firefighter	\$18.78	\$19.76	\$20.17	\$20.58	\$20.89	\$21.21
410	Firefighter Specialist 2% (Range B)		\$20.16	\$20.57	\$20.99	\$21.31	\$21.63
411	Firefighter Specialist 4% (Range C)		\$20.55	\$20.97	\$21.40	\$21.73	\$22.06
				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
420	Motor Pump Operator			\$21.80	\$22.02	\$22.25	\$22.47
425	Motor Pump Op Spec 2% (Range B)			\$22.24	\$22.46	\$22.69	\$22.92
426	Motor Pump Op Spec 4% (Range C)			\$22.67	\$22.90	\$23.14	\$23.37
430	Fire Captain			\$23.75	\$23.99	\$24.24	\$24.48
435	Fire Captain Specialist 2% (Range B)			\$24.23	\$24.47	\$24.72	\$24.97
436	Fire Captain Specialist 4% (Range C)			\$24.70	\$24.95	\$25.20	\$25.46
440	Fire Inspector-40 hours			\$34.58	\$34.93	\$35.29	\$35.64
441	Fire Inspector-56 hours			\$24.70	\$24.95	\$25.20	\$25.46

Newly Hired Employees - Entry Firefighter:

For employees hired January 1, 2005 or after: From date of hire to completion of six (6) month's service ninety-five percent (95%) of the full rate for the position. After six months of service - Step 1 of the Firefighter rate.

Promotional Probationary Period:

Employees promoted after June 8, 1999 will be placed on Step 1 of the salary range for the position they are promoting to and thereafter will advance one step on their anniversary date of appointment to the new position until they reach the top step of the range.

Specialist Assignments:

Paid at Range C of Fire Captain, Motor Pump Operator or Firefighter:

- (1) Fire Training Coordinator
- (1) Fire Investigator
- (1) Hazardous Materials Coordinator
- (1) Medical Officer
- (1) Rescue Officer

Paid at Range C of the Motor Pump Operator or Firefighter:

up to (2) Assistant Fire Inspectors

Paid at Range B of Fire Captain, Motor Pump Operator or Firefighter:

- (1) Assistant Fire Investigator
  - (1) Hazardous Materials Equipment Manager
  - (1) Hazardous Materials IT/EHS Manager
  - (1) Industrial Fire Coordinator
- up to (2) Juvenile Fire Setter Interventionists

Utility Vehicle Operators:

Whenever a member of the bargaining unit is required to respond and operate a utility vehicle in an emergency situation, that person shall be compensated at the Motor Pump Operator rate for that 12 hour period.

Fire Inspector & Assistant Fire Inspector Longevity Stipend:

After one (1) full year in the Lead or Assistant Inspector position, the Inspectors shall each receive an annual lump sum equal to 1% of the top step of Firefighter Range C, to be paid on the payday after his/her Inspector anniversary date.

After three (3) full years in the Lead or Assistant Inspector position, the Inspectors shall each receive an additional annual lump sum equal to 1% of the top step of Firefighter Range C, to be paid on the payday after his/her Inspector anniversary date.

Longevity Restructure Effective 6/1/10:

10 years	1.5% of base wage
15 years	2% of base wage
20 years	2.5% of base wage
25 years	3% of base wage

Longevity will be paid out each payperiod on straight time hours at rate paid.

Longevity is subject to FLSA payments and will be calculated following the guidelines set forth in CFR29 §778.209 (a) and (b).

## **APPENDIX "B" - CITY OF SUPERIOR FIRE DEPARTMENT LIGHT DUTY & RETURN-TO-WORK POLICY**

- I. PURPOSE:** To provide the means and procedures by which an injured, ill or pregnant employee of the City of Superior Fire Department can work temporary light duty while medically restricted from performing the duties of the job normally assigned. Also, the light duty employee will help maintain an experienced work force, reduce insurance costs, promote employee security, and accelerate the injured worker's recovery.
- II. POLICY:** It is the policy of the City of Superior to return the employee to work following a work related or non-work related accident, injury or illness as soon as possible.

For any FMLA approved leave, the City will comply with all requirements as defined under Federal and Wisconsin FMLA law.

### **III. RETURN TO LIGHT OR MODIFIED WORK:**

**A. Medical Release:**

- 1) Obtain a release for work. The original release from full duty may indicate the possibility of light duty work. If that is the case, the employee will be assigned to light duty work. Included in the release will be a list of restrictions and capabilities. (Form II).

**B. Assessment:**

- 2) The assessment will evaluate the employee's capabilities and capacity to return to work in either the employee's current position or other suitable duties on a temporary basis in accordance with the doctor's release. During this assessment, the Fire Chief or the Fire Chief's designee, will meet with the employee and his/her doctor (if possible). The following information must be reviewed during that meeting.
- a) What physical limitations does the employee have? This will enable us to determine whether the employee could perform in a current job (provided they could hold that position according to the contract bumping rights) or if we will have to find other tasks. There will be no bumping into light duty tasks nor will any posting be required for the tasks. Employees will be allowed to perform only the jobs allowed in the medical release.
- b) How long until the employee could perform more physical tasks or his/her regular job? This will enable us to establish a specific time frame that the employee would be allowed to work in the limited capacity. This will also provide specific time frames for evaluation of the employee's ability to return to their normal work.



- c) Establish a list of tasks the employee could perform.

The following is a list of specific duties within the Fire Department. This list is not conclusive. Other jobs/tasks may be performed within the department. Non-fire employees on light duty will not work in the Fire Department:

1. Completing reports
2. General house cleaning
3. Work with the inspector
4. Index hose cards
5. Picture box
6. Filing
7. Run errands/purchasing
8. Safety programs
9. Lawn and building maintenance
10. Cleaning tools
11. Typing

**C. Establish Work:**

After the assessment, the Human Resource Director, Fire Chief and Fire Department Supervisors will review the employee's capabilities, the availability of temporary duties and make a decision regarding the employees ability to be assigned tasks.

**D. Return to Work: This step will:**

- 1) Set the employee's work schedule.

The schedule will be set at a time the employee can perform the tasks available. Employees in the Fire Department can choose to be assigned to the day shift or their regular shift of 24 hours on, 48 hours off for the first three calendar weeks of light duty assignment. If the light duty assignment will be greater than three calendar weeks, the Chief will assign the work shift after the first three calendar weeks.

- 2) Specific Duties:

The employee will not be required to perform any tasks not outlined by the medical report.

- 3) Rate of Pay:

Firefighters will continue to receive their full pay.

- 4) Doctors' appointments should be scheduled on off-duty times, if possible. Employees on light duty will not be required to use sick leave for doctors' appointments. They will be excused for a reasonable time to attend

appointments. Any abuse of this will result in loss of sick leave or pay status.

**E. End of Light Duty Status:**

After the employee has completed his/her light duty cycle, the doctor will review the employee's progress and determine if this employee can return to their normal position. The employee may be able to perform more physical work than before, yet still not be able to return to their normal position. Putting an employee on another light duty cycle can be done, but as seldom as possible. Each doctor's report will be reviewed carefully. The decision to send the employee to an independent medical doctor will be reviewed on a case-by-case basis. If either doctor feels the employee has reached maximum healing and will not be able to return to their regular position, the employee shall no longer be employed in the back-to-work program.

**F. Supervisor's Responsibilities:**

- 1) Set a positive atmosphere. Let the employee ease back into production.
- 2) Explaining to co-workers when someone is on light duty assignment.
- 3) Immediate supervisor is to monitor the employee daily and let the Human Resources Director know if there are any problems.
- 4) The Supervisor should never ask the employees to perform more physical work or tasks than allowed by the work release.

## APPENDIX "C"

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### HEALTH PLAN COST CONTAINMENT COMMITTEE:

The City and the Union agree to work together through the city-wide health plan cost containment committee to determine methods of reducing health care costs.

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### HAZARDOUS MATERIALS REGIONAL RESPONSE COMPENSATION AGREEMENT (attached)

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Market Comparisons will include Beloit, Eau Claire, Fond du Lac, La Crosse, Manitowoc, Marshfield, Sheboygan, Stevens Point and Wausau.

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The Union understands that the City is exercising its claimed right to remove health care plan language from the contract. The Union does not concede any bargaining right for this subject matter but understands the City will make this change according to their interpretation of the law.

Should it be determined by the WERC and/or the WI court(s) that changes to the health insurance plan are mandatory subjects of bargaining, insurance language removed from the labor agreement will be restored, and any health care plan changes made will be rescinded from the benefit structure, and employees who have incurred expenses under the plan changes will be made whole. The parties shall enter into negotiations within 30 days of such determination. If no voluntary resolution is reached regarding group health insurance language to be incorporated into the collective bargaining agreement, either party may petition the WERC for final and binding arbitration of those mandatory subjects of bargaining pursuant to 111.77 Wis. Stats.

**WELLNESS PROGRAM**  
**Side Letter Agreement - IAFF Local #74**

Whereas the City of Superior Fire Department was awarded a grant from FEMA for wellness and fitness on January 15, 2003; and

Whereas, the City Fire Department has worked with the Union to define such a program;

Now therefore, the following program has been defined for the City of Superior Fire Department.

The City and the Union shall participate in a Wellness/Fitness program. The City and the Union shall form a Wellness/Fitness committee to discuss implementation of the program. The committee will continue to meet to review and improve the program. All changes to the program in the future will be reviewed by the Wellness/Fitness committee and shall be subject to approval by the Fire Department administration. Any matters related to terms and conditions of employment will be subject to the meet and confer process.

The City shall bear the entire cost of the program including, but not limited to, cost of a program trainer, fitness equipment, and equipment maintenance.

Individuals shall participate for personal and professional improvement. The Program trainer shall work with each individual member to develop a Wellness/Fitness program to suit their needs. This information shall be kept confidential and will only be accessible to the individual and the program trainer.

Participation in the Wellness/Fitness program shall be for personal and professional improvement and will be non-punitive. This, however, does not relieve an individual of the responsibility of participating in the Wellness/Fitness program.

Exercise shall be scheduled on the weekly schedule Monday through Friday at 3:00 p.m. All crew members should try to exercise together during this time. If a scheduling conflict occurs during that time, the captain may reschedule the exercise time for that day with approval from the Battalion Chief. Exercise will not take the place of scheduled training or inspection. When a company exercises that time shall be documented in the station log book. Participants are encouraged to exercise over and above the regularly scheduled times. There will be no overtime authorized for participation in this program.

This side letter shall expire one year after the date of ratification. This agreement may be reviewed and continued if mutually agreed.

City of Superior:

IAFF Local #74:

\_\_\_\_\_  
Dave Ross, Mayor

\_\_\_\_\_  
Steve Panger, IAFF Local #74 President

\_\_\_\_\_  
Mary Lou Andresen, Human Resources Director

\_\_\_\_\_  
Steve Edwards, IAFF Local #74 Vice President

\_\_\_\_\_  
Steve Gotelaere, Fire Chief

Approved by IAFF Union #74 - 5/7/03

\_\_\_\_\_  
Pam Clark, Council President

Approved by Human Resources Committee - 5/19/03

Approved by City Council - 6/3/03

\_\_\_\_\_  
Jean Vito, Finance Director

*Renewed as side letter in 2006, 2009, 2012, 2014,  
2016, 2019 negotiations*

\_\_\_\_\_  
Frog Prell, City Attorney

## HAZARDOUS MATERIALS REGIONAL RESPONSE COMPENSATION AGREEMENT

Whereas the Superior Fire Department is under contract with the State of Wisconsin as a Regional Hazardous Materials Response Team, it is agreed that fire department members of this team will be compensated at the rate listed below. The City of Superior recognizes that all department members, union and non-union, and those department members not affiliated with IAFF Local 74, including the Fire Chief, Fire Battalion Chief, Fire Department Administrative Assistant and Fire Department Mechanic are included under this agreement for purposes of compensation if they are an active member of the Regional Response Team.

It is understood that IAFF Local 74 represents only those parties to this agreement that are members of Local 74 and make no claims to bargain or represent other parties to this agreement.

It is understood that any party to this agreement that is a member of a recognized bargaining unit with the City of Superior retains all the rights and privileges of their respective working agreements.

It is understood by all parties to this agreement that all compensation shall be from funds derived under the contract with the State of Wisconsin.

It is also agreed that the yearly compensation will be in the form of one check, payable no later than the second pay period of February.

The Annual Compensation Payment is subject to FLSA and will be calculated following the guidelines set forth in CFR29 §778.209 (a) and (b).

This agreement shall remain in effect during the term and under the conditions of Article 23 Duration of Agreement clause of the current working agreement between Local 74 and the City of Superior.

This agreement shall become void and non-binding if the City of Superior and/or the State of Wisconsin dissolves the regional contract.

The hourly compensation under this agreement shall only be paid if the regional response is outside of the City of Superior.

All members of the Superior Fire Department shall have the opportunity to be a member of the Regional Response Team. Only those persons who meet the standards in 1910.120- Hazardous Waste Operations and Emergency Response Federal Regulations shall be eligible to be a member of the Regional Response Team.

<u>Compensation - Annual Payments</u>	<u>Eff. 7/01/2010</u>	<u>Eff. 7/01/2013</u>
Regional Team Member	\$ 600.00	\$ 550.00
Regional Team Leader*	\$1,000.00	\$1,200.00
Regional Team Coordinator	\$1,400.00	\$1,800.00
Regional Team Director	\$2,200.00	\$2,200.00

\*Medical, IT/EHS, Haz Mat Equipt Mgr, Industrial Fire Coordinator, BC's

Those members assigned to a regional response outside of the City of Superior shall be compensated at the rate of two (2) times their base rate, with a minimum of two (2) hours.

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 passed or enacted legislation, the entire agreement shall be considered invalid and the parties shall enter into immediate collective bargaining for the purpose of providing a replacement agreement.

**Approved by the City:**

\_\_\_\_\_  
Dave Ross, Mayor

\_\_\_\_\_  
James Rigstad, Fire Chief

\_\_\_\_\_  
Jean Vito, Finance Director

\_\_\_\_\_  
Cammi Koneczny, HR Administrator

\_\_\_\_\_  
Terri Kalan, City Clerk

**Approved by I.A.F.F. Local #74:**

\_\_\_\_\_  
Thomas LeSage, President

\_\_\_\_\_  
Scott Gordon, Vice President

\_\_\_\_\_  
Andrew Knutson, Secretary/Treas

Approved by Union: 02/10/09

Approved by Human Resources Committee: 02/12/09

Approved by City Council: 03/03/09

*Renewed as side letter in 2012 negotiations*

*Updated in 2014, 2016, 2019 negotiations*