

2018-2020

CONTRACT

OSHKOSH FIRE DEPARTMENT CHIEF OFFICERS

AND

CITY OF OSHKOSH

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ARTICLE I

WORK WEEK

Chief Officers are supervisory personnel and as such are charged with the responsibility of controlling and directing subordinate personnel in executing their specified assignments.

Therefore, the duty week shall be determined by the Chief, based upon department manpower requirements.

Shift Coverage.

At the discretion of the Fire Chief, in the event a vacancy occurs in the Duty Chief's position for a twenty-four (24) hour shift due to a non-scheduled illness with less than twenty-four (24) hours notice to the Fire Chief, an hourly wage (24 x hourly rate of 52-hour Battalion Chief) will be paid for twenty-four (24) hours to the Battalion Chief filling the vacancy. Two (2) or more Chiefs may split the money or time as approved by the Fire Chief. A seniority/hours-driven duty roster will be used to fill the position.

ARTICLE II

PAY POLICY

All employees shall participate in the direct deposit payroll system.

Chief Officers shall be compensated within the pay range as set forth in Schedule "A", attached hereto and made a part of this Agreement.

For the purpose of calculating payment for any accrued benefit hours, such as paid holidays and separation benefits, including unused vacation and sick leave hours, the hourly rate shall be computed as follows for all chief officers:

$$\frac{\text{employee bi-weekly rate} \times 26 + \text{annual longevity}/26}{104}$$

ARTICLE III

MEDICAL BENEFITS PLAN AND LIFE INSURANCE

Medical Benefits Plan

The Employer shall provide health coverage.

Health Risk Assessment (HRA): Employee participation in the City's Health Risk Assessment (HRA) program is voluntary. To receive the preferred premium contribution rate, the employee must participate in the HRA. Participation by the employee's spouse in the HRA is encouraged but not required. Participation in the follow-up coaching program is recommended and is offered on a voluntary basis.

The City reserves the right to offer an HRA and select the HRA administrator in its sole discretion. The City shall pay for the costs to provide the HRA. In the event the City elects to discontinue the HRA program, employees shall contribute the preferred employee health insurance rates.

The City shall not be entitled to nor shall it receive individual participant HRA reports or information. The information received by the City concerning the HRA of participants shall be limited to an aggregate summary report which does not include individually identifiable information.

Health Insurance Employee Contributions:

A. **Employee contributions for PPO with HRA:**

Effective January 1, 2018, employees will contribute up to 12% up to a maximum of \$132.01 per month towards single; \$247.57 per month towards dual and \$305.33 per month towards the family premium equivalents.

Effective January 1, 2019, employees will contribute up to 12% up to a maximum of \$142.58 per month towards single; \$267.38 per month towards dual and \$329.76 per month towards the family premium equivalents.

Effective January 1, 2020, employees will contribute up to 12% up to a maximum of \$153.98 per month towards single; \$288.77 per month towards dual and \$356.14 per month towards the family premium equivalents.

B. Employee contributions for PPO without HRA:

Effective January 1, 2018, employees will contribute up to 15% up to a maximum of \$165.02 per month towards single; \$309.46 per month towards dual and \$381.67 towards the family premium equivalents.

Effective January 1, 2019, employees will contribute up to 15% up to a maximum of \$178.23 per month towards single; \$334.22 per month towards dual and \$412.21 towards the family premium equivalents.

Effective January 1, 2020, employees will contribute up to 15% up to a maximum of \$192.48 per month towards single; \$360.96 per month towards dual and \$445.18 towards the family premium equivalents.

Note: Health insurance premium contributions are actually made one month prior to the effective dates shown.

Dental Insurance

Effective 2019: Employees may participate in the dental plan at the same level of benefits and premium share as offered and provided to non-represented employees.

Life Insurance

The Employer shall pay 100% of the premium of the State's Group Basic Life Insurance Policy. Other amounts of coverage for the employee and spousal and dependent coverage shall be available to the employee at his/her own expense.

ARTICLE IV

INCOME CONTINUATION INSURANCE

The City shall participate in the State's Group Income Continuation Insurance Program. The City will pay its employer share.

ARTICLE V

AUTHORIZED ABSENCE

Vacation

Each employee shall be granted vacation leave based on calendar years of service and the employee's normal work schedule, in accordance with the chart below. Vacation leave may be utilized

for absence of any scheduled work hours, provided the employee obtains prior approval in accordance with department policy. Those employees completing their first, fifth, seventh, fifteenth, and eighteenth years of service, shall earn their vacation for that year on a prorated basis.

On separation, all unused vacation time shall be converted to the amount of hours needed under the 56 hour schedule, to equal the same number of consecutive calendar days off as under the work schedule it was earned. This amount, along with any prorated accrual, shall be paid out on separation.

Service	Work Schedule	Vacation Credit
1 YEAR	56 HR/WEEK 24 HR SHIFTS	144 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	144 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	144 HR
	40 HR/WEEK (5x8 HR DAY WK)	112 HR
	40 HR/WEEK (4x10 HR DAY WK)	120 HR
5 YEARS	56 HR/WEEK 24 HR SHIFTS	192 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	184 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	160 HR
	40 HR/WEEK (5x8 HR DAY WK)	144 HR
	40 HR/WEEK (4x10 HR DAY WK)	150 HR
7 YEARS	56 HR/WEEK 24 HR SHIFTS	216 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	208 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	192 HR
	40 HR/WEEK (5x8 HR DAY WK)	160 HR
	40 HR/WEEK (4x10 HR DAY WK)	160 HR
15 YEARS	56 HR/WEEK 24 HR SHIFTS	288 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	272 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	240 HR
	40 HR/WEEK (5x8 HR DAY WK)	208 HR
	40 HR/WEEK (4x10 HR DAY WK)	210 HR
18 YEARS	56 HR/WEEK 24 HR SHIFTS	360 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	336 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	312 HR
	40 HR/WEEK (5x8 HR DAY WK)	264 HR
	40 HR/WEEK (4x10 HR DAY WK)	270 HR
25 YEARS	56 HR/WEEK 24 HR SHIFTS	368 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	344 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	320 HR
	40 HR/WEEK (5x8 HR DAY WK)	272 HR
	40 HR/WEEK (4x10 HR DAY WK)	278 HR

ARTICLE VI

SICK LEAVE

All employees shall be entitled to sick leave credits on the following basis:

Chief Officers shall receive an unlimited accumulation of sick leave with pay, at the rate of one (1) working day for each month of service. Those Chief Officers working a 40 hour per week schedule shall accumulate 10 hours per month. All other Chief Officers shall accumulate 24 hours per month.

A Chief Officer may use sick leave with pay for absence necessitated by injury or illness, or exposure to contagious disease when confirmed by a physician. In order to qualify for sick leave payment, an employee must:

- a. Report his absence to his Chief prior to the start of each work day.
- b. Keep his Chief informed on the condition if the absence is more than one working day.
- c. Submit a doctor's certificate for such absence upon request of the employer. The certificate must state the kind and nature of sickness or injury and whether the employee has been incapacitated for such period of absence.
- d. Apply for such leave according to the procedure established by the Employer.
- e. Record of sick leave will be maintained by the Personnel Office.

It is recognized that the serious injury or illness of the spouse or child of the employee may adversely affect the ability of the employee to perform his duties efficiently and may necessitate the use of sick leave. However, no leave shall be granted under this subsection if the spouse of the employee is employed and continues to work during the absence of the employee. Any leave granted for reasons listed in this subsection shall be subject to the general sick leave provisions with approval of the Fire Chief.

In addition to the employee's right to accumulate sick leave without limitation, unused accumulated sick leave without limitation, up to 2400 hours shall be paid at 45% the employee's rate in effect at the time of death, disability, or for those employees who retire at qualified WRS retirement age or older.

Maximum payment is 1080 hours, at the normal hourly rate in effect. For calculation of the payment due those Chief Officers working a 40 hour per week schedule, the accumulated unused sick leave shall be converted to reflect the same accumulation as if accrued under the 52 hour per week schedule. This conversion shall also be applicable at the time of any long term schedule change or illness. In the event of long term illness, the employee shall use sick leave at the rate of 52 hours/week for each week of absence.

Upon written election by the employee filed with the Director of Administrative Services, an employee injured while on duty and otherwise covered under the provisions of the Workers' Compensation Act, may use accumulated sick leave so as to draw as paid sick leave an amount which equals the difference between regular salary and Workers' Compensation weekly benefits and such sick leave accumulations charged with 1/3 of a day for each such day; in the case of members of the police and fire departments for the first year of injury.

An employee may request to have up to the total sick leave payout amount placed in his/her 457 account at separation. An employee who will attain 50 years of age in any given year, may elect to deposit payment for up to 45% of 800 hours of accumulated sick leave into his/her 457 account, for up to three years, or a total of 45% of 2400 hours. In this case, the actual payment made shall be at the employee's rate in effect when each payment is made. The amount of hours "cashed in" each year shall be deducted from the employee's balance of unused sick leave, and will also diminish the separation payment available by the total amount cashed in. These options are only available to those employees who meet all rules, regulations, and requirement of the plan administrator.

ARTICLE VII

EMERGENCY LEAVE

Each full-time employee shall be allowed three (3) consecutive calendar days off with pay in the event of the death of such employee's mother, father, son, daughter, spouse, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-child, step-father, step-mother, grandchildren, grandparents or guardian, half-sister, half-brother, step-sister and step-brother. In the event an employee is called off from duty because of the death of an above relative, that duty day shall not be counted as part of the three (3) day leave provision.

ARTICLE VIII

HOLIDAY LEAVE

All Chief Officers shall receive in lieu of paid leave or premium pay for working any holiday, an annual payment of 168 hours, at the 52 hour, hourly rate. Equal payments shall be made on a bi-monthly basis beginning with the second pay period in January. On separation, the hours accrued for payment shall be prorated from December 1 of the previous year.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

Request for leave of absence without pay for justifiable reasons as determined by the Employer will be granted for reasonable periods of time by the Employer except that no employee shall be granted a leave of absence in order to seek other employment.

ARTICLE X

SECTION 125 PLAN

The City shall offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan's rules and regulations.

ARTICLE XI

WAIVER OF RIGHTS

Neither party to this agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under state and federal laws, regulations or statutes. In the event any clause or portion of this Agreement is in conflict with Statutes of the State of Wisconsin governing municipalities or other Statutes, such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

ARTICLE XII

PRESENT BENEFITS

The Employer agrees to maintain in substantially the same manner such present benefits not specifically referred to in this Agreement that pertain to wages, hours, or conditions of employment, provided they are mandatory subjects of bargaining.

ARTICLE XIII

TERMINATION OF EMPLOYMENT

The Employer shall pay all monies due employees upon the termination of employment and shall furnish such employees with a statement of employment if requested to do so by such employee.

ARTICLE XIV

PENSION

In addition to the Statutory requirements, the Employer shall pay to the retirement fund up to 8% of the employee gross wages.

Effective the first full pay period in November of 2012, an employee shall contribute 3.0% of his/her gross wages toward the Wisconsin Retirement System (WRS).

Effective the first full pay period in January of 2013, an employee shall contribute his/her portion of the Wisconsin Retirement System (WRS) on the same basis as general employees as determined by the Employee Trust Funds (EFT).

ARTICLE XV

UNIFORM ALLOWANCE

Effective 2019, the Employer will provide a uniform allowance of Six Hundred Dollars (\$600.00) per year to be paid in January of each year. In the event an employee has worked less than twelve (12) months in the preceding year, the amount shall initially be the full amount upon promotion, and the amount shall be prorated in the second year, returning to the full amount in the third year. The City will pay a one-time \$150 stipend to employees for new uniforms already purchased.

ARTICLE XVI

LIGHT DUTY

Employees who are recuperating from an "on-the-job" injury shall return to perform light duty work consistent with their abilities as determined by the employee's physician. The employee shall, upon request, furnish the Employer with a physician's statement specifying the type of work an employee may be assigned. The statement shall specify medically necessary restrictions, if any.

The employee shall be allowed paid time off for doctor visits, tests, therapy, or other medical treatment, for the treatment of the employee's injury if the time needed cannot be arranged during off-duty hours.

An employee working light duty shall be allowed the use of sick leave consistent with Article VI.

ARTICLE XVII

LONGEVITY

Employees who have attained 10-14 years of employment shall receive \$500 payable in the first pay period of the calendar year. Employees who have attained 15-19 years of employment shall receive \$750 payable in the first pay period of the calendar year. Employees who have attained 20 and over years of employment shall receive \$1,000 payable in the first pay period of the calendar year. Those employees reaching their 10th, 15th, or 20th year of service shall earn their longevity for that year on a prorated basis.

ARTICLE XVIII

DURATION

This Agreement shall become effective Pay Period 1, 2018, and shall remain in full force and effect until and including December 31, 2020, and shall be automatically renewed from year to year unless negotiations are instituted by September 1, 2020, and the first day of September of any subsequent year of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2018.

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Mgr.

By: _____
Pamela R. Ubrig, City Clerk

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

City Comptroller

Approved:

City Attorney

**OSHKOSH FIRE DEPARTMENT
CHIEF OFFICERS**

By: _____
Brian Bending, Battalion Chief

By: _____
Mark Boettcher, Battalion Chief

By: _____
Jon Fenrich, Battalion Chief

By: _____
Charles Hable, Battalion Chief

By: _____
Timothy Heiman Battalion Chief

By: _____
Daniel Mrochek, Battalion Chief

SCHEDULE 'A'

**WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD
THAT INCLUDES JANUARY 1, 2018 (2.5%)**

	RANGE		<u>A</u>	<u>B</u>
BATTALION CHIEF	5	Biw.	3,406.43	3,580.12
		Mo.	7,380.61	7,756.93

**WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD
THAT INCLUDES JANUARY 1, 2019 (1.50%)**

	RANGE		<u>A</u>	<u>B</u>
BATTALION CHIEF	5	Biw.	3,457.53	3,633.82
		Mo.	7,491.32	7,873.28

**WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD
THAT INCLUDES JANUARY 1, 2020 (3.00%)**

	RANGE		<u>A</u>	<u>B</u>
BATTALION CHIEF	5	Biw.	3,561.26	3,742.84
		Mo.	7,716.06	8,109.49

*Official rates are bi-weekly

Movement on the Pay Schedule:

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire.