

CONTRACT

LOCAL NO. 316 I.A.F.F.

AND

CITY OF OSHKOSH

2021-2023

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ARTICLE I

RECOGNITION OF REPRESENTATION

The City of Oshkosh (hereinafter “Employer” or “City”) recognizes Local 316, IAFF (hereafter “Union”) as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment for the unit of representation consisting of all employees of the employer employed in the Fire Department, excluding only the ranks of Assistant Chief/Battalion Chief, and Chief.

ARTICLE II

MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this agreement.

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

ARTICLE III

PROBATIONARY AND EMPLOYMENT STATUS

Upon successful completion of the prescribed probationary period the employee shall be classified as a permanent employee, and shall be entitled to the rights outlined in this agreement.

Proper records indicating the status of each employee shall be completed at the end of the prescribed probationary period and a copy of such record shall be provided the employee.

Upon completion of one year service in the Fire Department, an employee shall be classified as a permanent employee and shall be entitled to the rights outlined in this agreement. During the first year of service, an employee shall be considered on probation and may be terminated for any reason. It is understood between the Union and the City that all firefighters shall be required to complete paramedic training, not contingent on their probation status.

ARTICLE IV

NORMAL WORK WEEK - NORMAL WORK DAY - NORMAL WORK SCHEDULE

In 2021, the average normal work week for the Fire Department shall be fifty-six (56) hours to be worked on a three (3) platoon system, utilizing a duty system of twenty-four (24) hours on duty starting at 7:00 a.m. and a forty-eight (48) hours off duty.

Effective the first new FLSA work period of 2022, the average normal work week for the Fire Department shall be fifty-six (56) hours to be worked on a three (3) platoon system, utilizing a duty system starting at 7:00 a.m. of twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty, with the exceptions of the following classifications:

- A. Captain of Instruction
- B. Captain of Inspection

The work week for the following classifications shall be forty (40) hours to be worked in four (4) consecutive ten (10) hour days, from 7:00 a.m. to 5:00 p.m. either Monday, Tuesday, Wednesday, Thursday or Tuesday, Wednesday, Thursday, Friday:

- A. Captain of Instruction
- B. Captain of Inspection

Captain Inspector and Captain Instructor may be moved to a 56 hour work week for a minimum of 2 week periods and a maximum of three times per year, not to exceed six calendar weeks per year. Both positions would be placed back to the position from where they were promoted during the 56 hour work weeks.

In some cases an individual will voluntarily work an extra 24 hour shift and then take 3 days in a row off instead of time and one half. (Platoon transfer.)

The words platoon transfer in the above sentence shall mean a transfer of a permanent nature, not a temporary transfer. A permanent transfer shall consist of no less than five (5) work days. Transfers of any nature shall not be used to circumvent compensatory time and one-half. Any employee who volunteers to attend schools during their off duty time will receive expenses that will cover meals, lodging, mileage, and registration fee if approved by the administration. No other compensation for off duty time involved will be paid.

ARTICLE V

A. PAY POLICY

The Employer shall have all payroll checks available in the fire house at 1:00 p.m. on every other Friday. Paydays will be bi-weekly with a one (1) week hold back. In the event such days are legal holidays, checks will be issued on the day preceding.

Employees shall be compensated within the pay ranges set forth in the classification and pay plan of the Employer and in accordance with the rules for administration included therein. Attached as an appendix to this agreement are the job classifications and pay schedules. The hourly rate will be computed as follows:

Bi-weekly rate + longevity

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The Employer shall determine the table of organization or position count, that is, the number of employees to be assigned to any job classification and the job classification needed to operate the Employer's facilities. The

Union shall be notified of any change in the Table of Organization. All employees shall participate in the direct deposit payroll system.

B. COMPENSATORY TIME

Compensatory time to be granted at the rate of time and one-half for all time over the normal work week. All compensatory time will be recorded and may be used for any number of hours upon request of the employee, with the approval of the department head. Employees may maintain a compensatory balance of no more than ninety-six (96) hours.

Unused balances of compensatory time shall be paid at the rate of pay in effect at the time it was earned. Checks shall be issued the last pay check in December.

ARTICLE VI

CALL IN TIME & OFF DUTY TIME

All scheduled overtime shall be worked at the rate of time and one-half with a guaranteed three (3) hour minimum. The City must give no less than twelve (12) hours advance notice to an employee when canceling their previously scheduled overtime. In the event the City's notice is less than twelve (12) hours, the employee shall be granted the three (3) hour minimum pay at time and one-half. In the event an employee is required to work unscheduled overtime, they shall be compensated at the rate of time and one-half plus an additional three (3) hours pay at straight time. An employee who works overtime as a continuation of straight time will be paid for such time at time and one-half but will not receive the three hours call in time. An employee requested to stay in the following day of their normal tour is paid time and one-half for hours worked. Scheduled time shall be defined as time scheduled at least twenty-four (24) hours in advance. This provision shall not prevail in the event of a platoon transfer. Personnel scheduled to attend schools, conferences, or other functional activities during off duty time receive time and one half for time involved.

Off duty time shall be defined as any time outside of your regularly scheduled hours, also vacation time, and any time off due to compensatory time.

ARTICLE VII

A. OVERTIME

When a situation occurs which necessitates the hiring of overtime, whether "off" duty personnel are called in or "on" duty personnel work as a continuation of shift, to work hours in excess of a normal work day or work week, the following rules will apply:

1. All overtime, except FLSA overtime, shall be recorded for all personnel at the direction of the Fire Chief or designee. Overtime for all personnel shall be recorded.
2. Overtime for line personnel will be for the position vacant. An exception is if a Captain or Paramedic is needed to fill a vacancy then the vacancy will be filled by moving personnel on duty into the position if possible and then hiring from the officers category to replace the Captain or hiring from the Fire Fighter list to replace the Fire Fighter/Paramedic.

3. Overtime shall be awarded by the "lowest total number of hours worked seniority system". Seniority is defined as the number of years an individual has been a member of the Oshkosh Fire Department.
4. When a vacancy occurs with forty-eight (48) hours or less notice, overtime will be offered to personnel in the appropriate category via text message. Personnel will have fifteen (15) minutes to reply with affirmative interest. Awarding of the overtime will then be given to the employee that responded with the **lowest number of hours and most seniority**. The City is not responsible for phone malfunctions.
5. When a position vacancy occurs or overtime is necessary as an extension of a normal work day, the individual who is qualified with the lowest total number of overtime hours worked with the most seniority in the appropriate category will have the first opportunity to accept the overtime. If the first individual does not work, the next individual with the next lowest total number of overtime hours worked and most seniority will be called and so on until the overtime assignment is filled.
6. An exception to number 4 and 5 is when overtime is necessitated for an individual who has special expertise. In this case, the Fire Chief or designee may bypass the procedure in number 4 and 5, and award overtime for direct use of the individual's special expertise only and not to bypass the selection process in number 4 and 5 above.
7. An exception to number 4 and 5 is in times of genuine emergency and overtime is necessary for public safety, the Fire Chief or designee may bypass the selection process in number 4 and 5 and call in for duty any firefighter they choose for the duration of the emergency only.
8. When an Officer cannot be hired to replace an Officer, the Equipment Operator with the lowest total of overtime hours worked and most seniority and is qualified will be contacted next, and so on until the overtime assignment is filled. The same procedure will apply to fill the position of Equipment Operator.
9. Except as provided herein, an individual has the right to turn down any overtime assignment, unless a position must be filled and no one else has been found to take the assignment. Then the individual who has the least time in the position must accept the overtime assignment at the discretion of the Fire Chief or designee. However, with respect to the rank of firefighter/paramedic filling a twenty-four (24) hour shift, the individual who is next up in the "ordered in" rotation and not currently working the shift or on paid leave, must accept the overtime assignment. The "ordered in" rotation will consist of the five (5) least senior employees per shift. If there is no one available from the "ordered in" rotation then the next person with the least time in the position must accept the overtime at the discretion of the Fire Chief or designee.
10. Overtime will be compensated at the rate of 1 ½ times the individual's normal hourly rate for the classification in which the individual performs except for special events/contracted stand-by services. Overtime calculation for Special Events/Contracted Stand-by Services:

The hourly rate for Special Events/Contracted Stand-by Services will be computed as follows:

$$\frac{\text{Biweekly pay} + \text{longevity}}{80}$$

All overtime worked for special events must be taken in pay

12. Overtime records will be maintained on a daily basis by the Fire Chief's designee and an overtime status report provided periodically.
13. In the event an error is made, the person working the overtime shall be paid and the individual passed by shall be given the first opportunity for the next overtime only, in their category. When an opportunity for an overtime assignment cannot be offered by the end of the year, the person passed by shall be paid.

B. RECORDING OF TOTAL OVERTIME HOURS WORKED

1. The overtime lists will be by job category; officer, equipment operator and firefighter. Within each category, the employee with the most seniority as a member of the Oshkosh Fire Department will be first.
2. The overtime list will be continued at the end of the year. In the event the list will start over, the City shall be notified in writing two weeks before the effective date.
3. An individual may notify the Fire Chief in writing if they do not wish to participate in overtime and then the individual will not be included. The individual will be reinstated on the overtime list upon written notification of the Fire Chief and then the individual will be assigned a number of hours worked equal to the individual in the same category with the highest number of hours worked.
4. If an individual is promoted, they will be placed in the new category and assigned the same number of hours worked from their previous category.
5. When overtime is worked, the total number of overtime hours will be accumulated and will be recorded on the overtime list.
6. Overtime accepted in advance of performance will be recorded as worked when the assignment is accepted.
7. Personnel on sick leave, medical, family, funeral and emergency leave will not be eligible for overtime.
8. New hires will be given a "total number of hours worked" equal to the total of the individual with the highest total in the firefighter category.
9. When an individual changes jobs and work schedules from a 40 hour to a 56 hour work week, they will be placed in their appropriate category (56 hours) and are assigned the same number of hours worked from their previous category (40 hours). Any employee with five years or more in a 40 hour work week position changing jobs and schedules to a 56 hour work week, will be given a "total number of hours worked" equal to the total of the individual with the highest total in the 56 hour category. Employees

going from a 56 hour to a 40 hour work week will carry over their same number of hours worked from their previous category (56 hours).

ARTICLE VIII

SENIORITY

The Employer agrees to the seniority principle.

Seniority shall be established for each employee and shall consist of the total calendar time elapsed since the date of their employment. Seniority for employees hired on the same day will be determined by position on the hiring list. Seniority rights terminate upon discharge determined after appellate rights have been consummated, or upon resignation of the employee.

ARTICLE IX

MOVE UP LANGUAGE

When more personnel are on duty than are necessary to minimally staff fire department apparatus and there are qualified personnel on duty to fill vacant positions, the following rules will apply. Otherwise, if overtime is necessary, hiring will be by overtime policy.

When it becomes necessary to fill the position of Officer of a fire apparatus due to absence, the Equipment Operator permanently assigned to the fire apparatus with the vacancy will fill the vacant position of Officer. The most senior Firefighter permanently assigned to the fire apparatus shall fill the position of Equipment Operator.

When it becomes necessary to fill the position of Equipment Operator due to the assigned Equipment Operator moving to acting Officer or absence, the most senior Firefighter permanently assigned to the fire apparatus with the vacancy will fill the Equipment Operator position.

When it becomes necessary to fill the position of Officer or Equipment Operator and the assigned Equipment Operator or senior Firefighter is not on duty due to a trade, the person who is working for the assigned personnel shall fill the vacant position on the fire apparatus if qualified.

A Firefighter-Paramedic, when not assigned to a rescue unit, will be permanently assigned to a fire apparatus. They shall fill vacant Equipment Operator positions on that fire apparatus or other apparatus if they are the most senior Firefighter assigned to that fire apparatus and is qualified for the vacant position.

The Duty Chiefs shall have the right to assign any Equipment Operator or Firefighter to act as driver of Command 15. If a Firefighter fills this position, they must be compensated at the Equipment Operator rate of pay.

The availability of "extra" personnel to fill vacant positions shall be the only exception to the above rules.

An "extra" Officer may fill an Officer position which is vacant on another fire apparatus or bump a more junior

Officer.

An "extra" Equipment Operator may fill an Equipment Operator position which is vacant on another fire apparatus.

An "extra" Equipment Operator may fill an Officer position which is vacant on another fire apparatus only if the permanently assigned Equipment Operator is not available or if an individual working for the assigned Equipment Operator is not qualified.

An "extra" Firefighter may fill a vacant Equipment Operator position only if the permanently assigned Firefighter is unqualified or absent.

("Extra" is a term for personnel who are available for duty due to being in excess of the minimum number of personnel needed to staff fire department apparatus. This includes scheduled personnel overages or those personnel overages resulting from the shutting down of a fire apparatus.)

ARTICLE X

INSURANCE

A. Medical Benefits Plans

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.

1. EMPLOYEE CONTRIBUTIONS WITH HEALTH RISK ASSESSMENT (HRA).

Effective January 1, 2021, 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.

2. EMPLOYEE CONTRIBUTIONS WITHOUT HEALTH RISK ASSESSMENT (HRA).

Effective January 1, 2021, 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.

B. Dental Insurance

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

C. 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 their own expense.

D. Income Continuation Insurance

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

[NOTE: Participant cost is based on the previous year's average monthly earnings and the employee selected elimination period of 30, 60, 90, 120 or 180 calendar days. At the 180 day elimination period, the participant shall have no cost to participate in the program. This plan is dependent upon all City unions agreeing to same and meeting eligibility requirements.]

ARTICLE XI

SECTION 125 PLAN

The City shall select the administrator and offer a Section 125 Plan as allowed by law. Prior to adoption the Union shall have the opportunity to provide input regarding the terms of the plan. 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 XII

RETIREMENT

In addition to the Statutory requirements the Employer shall pay to the Retirement Fund up to eight percent (8%) of the employee's gross wages.

Effective November 1, 2012, an employee shall contribute 3.0% of their gross wages toward the Wisconsin Retirement System (WRS).

Effective January 1, 2013, an employee shall contribute their portion of the Wisconsin Retirement System (WRS) on the same basis as general employees as determined by the Employee Trust Funds (ETF).

ARTICLE XIII

AUTHORIZED ABSENCE

A. Vacation – 40 Hour Employees:

Vacation will be earned as indicated in the following table:

Number of Continuous Years of Service	One (1) Year	Five (5) Years	Seven (7) Years	Fifteen (15) Years	Twenty (20) Years (Eighteen (18) Years effective 1/1/08)
40 Hour Employees	14 days vacation	18 days vacation	20 days vacation	27 days vacation	31 days vacation

B. Vacation -- 56 Hour Employees:

Vacation will be earned as indicated in the following table:

Number of Continuous Years of Service	One (1) Year	Five (5) Years	Seven (7) Years	Fifteen (15) Years	Twenty (20) Years (Eighteen (18) Years effective 1/1/08)
56 Hour Employees	6 days vacation	8 days vacation	9 days vacation	12 days vacation	15 days vacation

Each employee (40 hour and 56 hour) with less than a full calendar year of service in the calendar year preceding shall be granted a vacation in the succeeding year on a prorated basis equal to the percentage of the year worked as bears to the prescribed vacation period. Those employees in transitional years shall earn their vacation for that year on a prorated basis.

Vacations shall be chosen as per Article VIII of the Agreement in accordance with the following:

1. Employees shall choose vacations by seniority.
2. Unless the City determines that its staffing needs allow for larger numbers of employees to be on paid leave which is defined as vacation time, paid holiday, comp time and combo holiday, no less than a total of four (4) employees per shift shall be allowed on paid leave. During the months of January and February, employees assigned to the Training Division, Inspections Division or attending the National Fire Academy shall count only as the fourth vacation slot. During the months of June, July and August no less than five (5) employees will be allowed on vacation.
3. Unless the City determines its staffing needs allow for larger numbers of employees on vacation, no more than two (2) employees per company per shift shall be allowed on vacation at the same time provided safety is not adversely affected.
4. For 2021, vacations chosen during prime time shall be limited to five (5) consecutive work days for 56 hour employees. Prime time shall be defined as June, July, August, the last two weeks of November and the last two weeks of December. Employees participating in the second round may use up to an equal number of vacation days needed to complete a prime-time or out of prime-time vacation slot. The balance of their vacation days shall then be picked during the third round. Vacation/Paid Holidays; a

fourth round of paid leave picks will take place as part of the vacation selection process. In this round, only paid holidays will be selected. Employees with more than five (5) days of vacation coming may take one five-day pick in prime time and the remainder of the vacation as one pick. An employee with more than ten (10) days of vacation may take their second pick using all of their remaining vacation days if they so desire as long as the second pick is out of prime time. Effective the first new FLSA work period of 2022, vacation selections shall be made as either a full “swing” (the five (5) day period in which the member works every other day for a total of three (3) days) or as a full shift (twenty-four (24) hour period). In the first round of vacation selection, employees shall pick one (1) or two (2) swings by seniority. Swings selected in the first round shall be consecutive. In the second round of vacation selection, employees may pick the balance of the current year’s accrued Vacation by selecting full swings by seniority. Employees with two (2) vacation days remaining to select in the second round may pick consecutive days within a swing. In the third round of vacation selection, employees shall pick the balance of their vacation as one or more full shifts by seniority. These days may be consecutive or nonconsecutive. In the fourth round employees shall pick the balance of their paid Holidays (three (3) or six (6) days) by seniority.

5. The vacation period shall run from January 1st through December 31st of each year.
6. The City agrees to the selection of vacations during October and November and the establishment of a final vacation schedule by the 1st of January of each year.
7. Employees assigned to the same shift, will be allowed to trade vacation days once established.
8. Transfers within the Fire Department made after the vacation schedule has been established will have no effect on the vacation schedule except in cases of promotions when/if the subsequent transfer causes more than four employees to be on vacation, demotion, or other emergency situations which may require transfers.
9. Employees must give no less than twenty-four (24) hours advance notice when canceling previously scheduled paid leave if the City incurs overtime in scheduling a replacement employee. In the event the City does not incur overtime in scheduling a replacement employee, then a cancellation notice of less than twenty-four (24) hours shall be at the discretion of the Duty Chief. Cancellation of the previously scheduled vacation day or paid holiday must be immediately accompanied by a move to an alternate date
10. On separation, employees shall be paid all vacation due in proportion to the time worked. In the event of separation prior to completion of one (1) year of service, no terminal vacation shall be paid.

C. Sick Leave

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

All regular full time or probationary employees of the Employer shall accumulate sick leave with pay at the rate of one (1) working day each month of service, an unlimited accumulation of sick leave.

An employee may use sick leave with pay for absence necessitated by injury or illness, or exposure to contagious disease when confirmed by a physician, however, routine doctor and dental exams including eye exams shall be scheduled on off duty time. In order to qualify for sick leave payment, an employee must:

1. Notify the Duty Chief at least one (1) hour before the scheduled work assignment begins via the scheduling software. If this system is unavailable, a call to the designated telephone number is the required alternative.
2. Inform the Duty Chief on their condition if the absence is more than one working day.
3. Submit a doctor's certificate if absent more than two work days (three (3) days for 40 hour employees) indicating the illness or injury, condition of the employee, the anticipated period of time the employee is to be absent, the projected return to duty date or date of the next scheduled appointment. An updated certificate shall be submitted after each appointment.
4. Inform the Personnel Chief of their condition on a weekly basis or other prearranged schedule if an illness or injury should require an extended sick leave period.
5. Fill out an "Application for Sick Leave and Emergency Leave" form and submit it to the Duty Chief. The Duty Chief shall approve or deny the request.

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 their duties efficiently and may necessitate the use of sick leave. The use of sick leave for family illness or injury shall be allowed up to a 24 hour period. For special or unusual circumstances, prior permission shall be obtained if the absence is expected beyond the 24 hour period. The employee shall submit an "Application for Sick Leave or Emergency Leave" including which family member, date of illness or injury, the attending doctor and be prepared to give other information upon request. Any leave granted for reasons listed in this subsection shall be subject to the general sick leave provisions with approval of the Fire Chief.

If an individual is injured or incapacitated before their vacation commences, they may be placed on sick leave and the unused vacation would be rescheduled at the discretion of the department. The intent of the provision is that no vacation shall be permitted to accumulate from one year to the next unless, in the sole opinion of the Chief, special circumstances warrant the carrying over of said vacation into the next year. In such instances, the Chief shall inform the Personnel Office in writing of the circumstances and request a waiver of the policy. In no cases shall this extension be granted beyond April 30 of the following year.

In addition to the employee's right to accumulate sick leave without limitation, unused accumulated sick leave up to 100 days shall be paid at 45% the employee's rate in effect at the time of death, disability or separation for those employees who retire on an immediate annuity under the WRS. For purposes of computing the daily rate of pay for 40 hour employees it will be computed as a 56 hour employee. Maximum is 45 work days.

As another option, an employee may request to have up to the total sick leave payout amount placed in their 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 their 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 requirements of the plan administrator.

Upon written election by the employee filed with the Director of Administrative Services or designee 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 the 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. See 4:08 of this code.

D. Funeral Leave

In the case of death in the immediate family of a regular employee (parents, children, spouse, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, step-child, step-parents, grandchildren, grandparents, son-in-law, daughter-in-law, half-brother, half-sister or guardian) the employee will be paid for the scheduled time lost from the day of death up to and including the calendar day after the funeral, not to exceed three (3) scheduled work days for 40 hour employees (two days for other employees) at their regular straight time, hourly rate. No funeral leave will be paid to any employee while on sick leave or any leave of absence. In the event the employee is called off from duty because of death of an above relative, that duty day shall not be counted as part of this provision.

E. Holiday Leave

Captain Inspector and Captain Instructor, shall sometime between the dates of January 1 and December 31, receive ten (10) working days off with pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and two floating holidays which shall be earned at the rate of 2/10 day for each month worked but not to exceed two days. All other employees shall receive six (6) working days off with pay in lieu of the holidays listed above or at their option, forfeit the time off and receive payment for three (3) days and three (3) working days off with pay or six (6) days' pay at the employee's current base rate. Employees who wish payment in lieu of holidays must notify the Department of Administration by September of the year in which the holidays are earned. Payment will be due the first paycheck in November.

All other employees with the exception of Captain Inspector and Captain Instructor, shall receive one combination holiday as time off. After 25 years of service, all other employees with the exception of Captain Inspector and Captain Instructor, shall receive an additional eight (8) hours combination holiday as time off. This combination holiday time shall follow the same rules for scheduling as paid holidays. If combination holiday time cannot be scheduled due to staffing constraints, it shall be paid out in straight time as outlined in Article XIII (Holiday Pay).

Employees in the following classifications of: Captain Inspector, Captain Instructor, shall receive their regular scheduled pay for the above mentioned holidays not worked. When any of the above mentioned holidays fall on a Sunday, the following Monday shall be deemed a holiday. When any of the above mentioned holidays fall on a Saturday, the previous Friday shall be deemed a holiday. When any of the above mentioned holidays fall on a weekday on which the employee is not scheduled to work, the closest workday shall be deemed a holiday. Floating holidays shall be subject to the department work schedule and staffing requirements.

F. Temporary Military Leave

Employees who are members of the National Guard or Military reserve shall be granted temporary military leave for annual tour of duty without pay; or vacation time may be applied at discretion of employee.

G. Leave of Absence Without Pay

Requests for leave of absence without pay for justifiable reasons will be granted for reasonable periods of time by the employer except that no employees shall be granted a leave of absence in order to seek other employment.

Leave to attend conferences, or special association meetings shall be considered one form of leave within the meaning of the section.

H. Authorized Absence With Pay

It is agreed that official delegates (not to exceed 4) together with State Officers/Executive Board Members (not to exceed 2), shall be granted leaves with pay to attend the state conventions, in the even years and continuing in the odd years the Local Officers Class, and one member to attend I.A.F.F. National Convention, and two delegates to attend Wisconsin Affiliates Leadership Training.

All leaves under this section shall be subject to the staffing requirements of the Department.

ARTICLE XIV

RULES AND REGULATIONS

The Employer may adopt and publish rules which may be amended from time to time, provided, however, that such rules and regulations shall be first submitted to the Union for its information prior to the effective date.

This article in no way will affect the rules and regulations falling under the jurisdiction of the Police and Fire Commission as set forth in state statutes. The Employer agrees that any rules or regulations pertaining to wages, hours, and conditions of employment whether now in force or hereafter adopted shall be voided by this agreement.

ARTICLE XV

NEGOTIATIONS

Negotiations shall proceed in the following manner: the party requesting negotiations shall notify the other parties in writing of its request not earlier than the 1st day of May nor later than June 1st. An initial meeting of the parties shall be called by the 1st day of August. The party upon whom such request is made shall have the opportunity to study such request and make an offer or counter offer to the other party within fifteen (15) days thereafter.

The parties hereto agree that time spent in the conduct of grievances and negotiations shall not result in reduction of the employee's wages nor in the payment by the employer of overtime or compensatory time.

The Employer agrees not to enter into any other agreement, written or verbal, with the employees individually or collectively.

ARTICLE XVI

CONDUCT OF BUSINESS

The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent authorized Union personnel from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement.

Representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the work day for a reasonable time, provided, that permission is first obtained from the Duty Chief in charge of such officers or members, which consent shall not be unreasonably withheld.

ARTICLE XVII

PRESENT BENEFITS

The parties agree to maintain the present level of benefits and policies that primarily relate to mandatory subjects of bargaining, not specifically referred to in this agreement. This provision is expressly limited to mandatory subjects of bargaining.

The parties agree that stand-by time activities will be governed by the terms of Policy 116, dated November 22, 2000.

ARTICLE XVIII

EVALUATION REPORT

Copies of evaluation report for all employees shall be made in triplicate, one copy to be delivered to the employee, one copy filed in the Personnel Office in City Hall and one copy filed in the Office of the Chief of the Department. At the time of delivery to the employee the report shall be in final form as filed in the other two offices.

ARTICLE XIX

PROMOTIONAL PROCEDURE

Promotion to the ranks of Equipment Operator and Fire Lieutenant shall be made by the Fire Chief, subject to the approval of the Police and Fire Commission, in order of the most senior qualified candidate from the promotion list. Seniority for purposes of promotion shall be based on time in current grade. Every candidate receiving a promotion shall be subject to completion of a successful one-year probationary period in the promoted rank. During probation, an employee will be formally evaluated every three (3) months or more frequently if necessary. An employee shall be notified of a deficiency(ies) and a specific procedure(s) to correct the deficiency(ies). An

employee may be returned to their former position at their former rate of pay in the event the employee does not correct the deficiency(ies) identified.

Qualifications for staff positions, including the promotional criteria and composite score necessary for promotion, shall be established by the Fire Chief. Promotions to all other positions shall be made by the Fire Chief.

ARTICLE XX

RETENTION OF RIGHTS

Each party to this agreement expressly retains all rights possessed by it or them under Wisconsin or Federal Laws, regulations or statutes. In the event that any clause, provisions or portions of this agreement is held invalid or inoperative such invalidity or inoperativeness shall not affect other clauses, provisions or portions of this agreement. The parties hereby declare their intent that all clauses, provisions and portions of this agreement are severable.

If said invalidity arises through conflict with a specific statute, then the statute shall govern that portion of the agreement which is in conflict, and negotiations shall be instituted to adjust the invalidated clause.

ARTICLE XXI

UNION BULLETIN BOARD

The Union is hereby granted permission to post notices, announcements, and other legitimate materials on the bulletin boards of the engine houses.

ARTICLE XXII

REOPENER

If, during the course of the contract year, any article of this agreement may be opened for negotiations by mutual consent of both parties to this agreement, negotiations under this article shall be restricted to that article stated in the request for discussion.

ARTICLE XXIII

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 XXIV

GRIEVANCE PROCEDURES

The word "grievance" as used in this agreement is any dispute which involves the interpretation, application of, or compliance with the provisions of this agreement or past practices primarily related to wages, hours, and/or conditions of employment or impact which primarily relate to wages, hours, and working conditions resulting from the City's administration of past practices.

Both the Union and the City recognize that a grievance should be settled promptly and at the earliest possible stage and the grievance must be initiated within five (5) days of the incident or within five (5) days of the time the aggrieved should have had knowledge of the incident.

STEP 1. The aggrieved employee shall present the grievance orally to a steward. The steward and/or the aggrieved shall attempt to resolve the grievance with the immediate supervisor, who may call other supervisors into the discussion.

STEP 2. If the grievance is not resolved at the first step, it shall be presented in writing to the department head, within seven (7) days (excluding Saturday, Sunday and Holidays) and a copy sent to the personnel office. The department head shall, within 3 days hold an informal meeting with the aggrieved and the union representatives to discuss the grievance. The department head shall then within seven (7) days, (excluding Saturdays, Sundays, and Holidays) furnish the aggrieved and the Union a written answer to the grievance. A copy of the written answer will be also sent to the personnel office.

STEP 3. If the grievance is not resolved at the second step, it shall be presented by letter to the City Manager, within seven (7) days (excluding Saturday, Sunday, and Holidays). The City Manager, or designee, will within 7 days (excluding Saturdays, Sundays, and Holidays) hold or have held an informal meeting with the aggrieved and Union representatives for discussion of the grievance. The City Manager shall then, within 3 days (excluding Saturdays, Sundays, and Holidays) furnish the Union and aggrieved with a written answer to the grievance.

STEP 4. If the grievance is not resolved within Step 3, it shall be submitted to arbitration, within seven (7) days, (excluding Saturday, Sunday, and Holidays). Upon receipt of notice of arbitration, the party initiating the arbitration shall present in writing to the Wisconsin Employment Relations Commission the grievance and a request for a list of 5 arbitrators to be submitted to both parties. The parties shall within 5 days of receipt of list meet for the purpose of selecting arbitrator each party in turn striking a name from the list until one name remains. The last name shall become the arbitrator. The decision of the arbitrator shall be final and binding and they shall have no right to amend, modify, ignore or add to the provisions of this agreement. Expenses for the arbitrator services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. For City purposes the arbitration procedures shall follow that outlined in State Statutes.

All grievances and solutions shall be made in writing and a copy presented to the personnel office.

Any employee may process a grievance as above outlined, but the Union shall have the right to be present and act

in support of its position in the matter of the grievance.

If the time limits stipulated in their respective steps are not met, the grievance shall automatically progress to the next higher step.

ARTICLE XXV

DISCIPLINARY ACTION

The progression of disciplinary action shall be oral reprimand or written reprimand. A union steward or official will be present with the employee at the time an oral or written reprimand, suspension, or dismissal is registered with the employee. The Union agrees to have a steward or acting steward on each platoon shift.

The employee and Union shall be furnished a copy of any written notice of reprimand or suspension. A written reprimand sustained in the grievance procedure or not contested shall be recorded.

Any employee shall have the right to the presence of a steward when work performance or conduct or other matter affecting their status as an employee are the subject of discussion for the record.

Any suspension, demotion, or dismissal is under the jurisdiction of the Police and Fire Commission as governed by the State Statute.

ARTICLE XXVI

UNIFORMS

The City shall provide all required clothing and operate a clothing commissary in accordance with the memorandum of understanding signed by both parties and incorporated by reference herein. The City agrees to provide a maintenance allowance of \$65.00 per year payable in January. In the event an employee has worked less than 12 months in the preceding calendar year the amount shall be prorated. In addition, the City shall provide all turnout gear.

The Union agrees that it is the right of the Chief to determine the type and style of uniform to be worn by the personnel.

Clothing inventory will consist of NFPA 1975 compliant items:

Trousers	Shirts – Long or short sleeves
Three Seasons coat	Sweatshirt
Shoes black – safety	Belt – black leather

Other clothing items such as socks and undergarments shall be provided by the employee and be 100% cotton and compliant with Policy 1176.00.

Inventory items will consist of the following quantities:

- 4 - Trousers
- 6 - Uniform shirts/uniform t-shirts at least two of which shall be uniform shirts
- 1 - Pair- shoes/black - safety toe, same style, oxford or lace style boot
- 1 - Black belt/silver buckle
- 1 - Three Seasons coat
- Up to 2 – uniform sweatshirt/job shirt

Clothing style and clothing material will be selected by the City with input from the Union.

All accessories to uniform, such as patches, name tags, badges, would be provided by City. Patch will be sewn on at City expense.

Any alteration expenses at issue will be at City expense.

All presently used “Three Seasons” coats would continue to be used and replaced as needed.

All new employees would receive a complete clothing inventory as presently issued. New employees would not receive an initial clothing allowance.

Discussion will be implemented with the Union if changes are anticipated in the style, color or quantity of inventory.

Surveyed items would be replaced as necessary, considering a reasonable time for sizing and delivery.

All clothing items would be returned to the City upon employment termination/retirement, etc. Non-returned items would be charged against the employee’s termination pay at replacement value.

The dress uniform (cap, trousers, and blouse) will no longer be required to be maintained by the employee. The employee has the option to maintain their uniform. The City will maintain an inventory of uniforms. Uniforms will be checked out as needed and returned. Member will provide white shirt and black shoes when dress uniform is worn.

Any items required by the City will be purchased by the City.

ARTICLE XXVII

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 type of work shall be consistent with the duties and responsibilities of the employee's job description. The employee shall, upon request, furnish the employer with a physician's statement specifying the type of work the employee may be assigned. The statement shall specify medically necessary restrictions, if any.

The Employer may establish a work schedule which is consistent with Article IV and the employee shall receive the benefits of that work schedule. 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 shall be allowed to alter their work days within the work week by substituting a nonscheduled day (Monday through Friday for 40 hour workers) for a scheduled day, with the approval of the Duty Chief.

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

The employee working light duty shall receive the wage rate equal with the employee's wage rate before being assigned light duty. If the employee performs in a higher pay classification, the employee shall be paid at the higher pay rate.

If a 56 hour employee performs light duty on a 40 hour work week, the following considerations shall be in effect:

The employee shall continue to accrue benefits (sick leave, vacation, and paid holidays) at the 56 hour rate as if the employee had not had their work week changed. Time taken shall also be charged at the 56 hour rate. The employee's work day shall include: a minimum of two paid 15 minute breaks, one in the morning and one in the afternoon; and a 30 minute paid lunch break.

Employees who are recuperating from a non-work related injury may be offered and voluntarily accept light duty work consistent with Department policy.

ARTICLE XXVIII

AGENCY SHOP

The Employer agrees to deduct monthly dues in the amount certified by the Union from the pay of employees who individually sign a dues deduction authorization form supplied by the Union affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Union dues which the employee has authorized to be deducted in conjunction with the Union dues.

It shall be Union's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the treasurer of the Union on or before the end of the month in which the deduction is made.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, IAFF or to the Local Union.

No employee shall be required to join the Union, but membership in the Union shall be made available to all employees in the bargaining unit who apply consistently with either the IAFF or local Union Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that Union will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to IAFF and/or the Local Union. Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of Employer's compliance with this Article, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the City from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE XXIX

WAGES AND FRINGE BENEFITS

Wages reflected on attached salary schedule marked Exhibit A.

DURATION

This Agreement shall be effective on January 1, 2021 and shall remain in full force and effect until and including December 31, 2023 and shall be automatically renewed from year to year unless negotiations are instituted by August 1, 2023, AND THE FIRST DAY OF AUGUST of any subsequent effective year of this agreement.

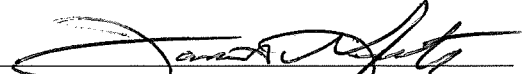
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 21st day of September, 2021.

BY:

CITY OF OSHKOSH

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 316, OSHKOSH**


Mark A. Rohloff, City Manager


Local 316 President

Attest:


Local 316 Secretary


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.

Approved:


City Comptroller

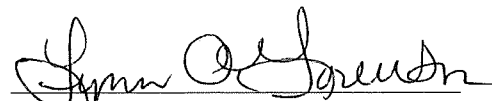

Lynn A. Lorensen, City Attorney

EXHIBIT A

WAGES AND FRINGE BENEFITS

Effective at the beginning of the pay period that includes January 1, 2021 (2.50%)

<u>CLASS</u>	<u>RNG</u>		<u>RATE</u>
Fire Captain	4	Biweekly	3301.03
Fire Captain Instructor		Monthly	7152.23
Fire Captain Inspector			
Fire Lieutenant	3	Biweekly	3174.06
		Monthly	6877.13
Fire Equipment Operator	2	Biweekly	3021.77
EMS Shift Coordinator		Monthly	6547.16
Firefighter	1	RATE - See A thru H below.	
		A	B
		C	D
		E	F
		G	H
Biweekly		1940.76	2042.93
Monthly		4204.98	4426.34
		2186.79	2330.51
		2474.31	2618.14
		2761.86	2905.54
		4738.04	5049.43
		5361.00	5672.63
		5984.03	6295.33

Official Rates are Biweekly rates.

WAGES AND FRINGE BENEFITS

Effective at the beginning of the pay period that includes January 1, 2022 (2.25%)

<u>CLASS</u>	<u>RNG</u>		<u>RATE</u>
Fire Captain	4	Biweekly	3375.30
Fire Captain Instructor		Monthly	7313.15
Fire Captain Inspector			
Fire Lieutenant	3	Biweekly	3245.48
		Monthly	7031.87
Fire Equipment Operator	2	Biweekly	3089.76
EMS Shift Coordinator		Monthly	6694.48
Firefighter	1	RATE - See A thru H below.	
		A	B
		C	D
		E	F
		G	H
Biweekly		1984.43	2088.90
Monthly		4299.59	4525.95
		2235.99	2382.95
		2529.98	2677.05
		2824.00	2970.91
		4844.64	5163.05
		5481.62	5800.27
		6118.66	6436.97

Official Rates are Biweekly rates.

WAGES AND FRINGE BENEFITS

Effective at the beginning of the pay period that includes January 1, 2023 (2.50%)

<u>CLASS</u>	<u>RNG</u>		<u>RATE</u>
Fire Captain	4	Biweekly	3459.68
Fire Captain Instructor		Monthly	7495.97
Fire Captain Inspector			
Fire Lieutenant	3	Biweekly	3326.62
		Monthly	7207.67
Fire Equipment Operator	2	Biweekly	3167.00
EMS Shift Coordinator		Monthly	6861.83
Firefighter	1	RATE - See A thru H below.	
		A	B
		C	D
		E	F
		G	H
Biweekly		2034.04	2141.12
Monthly		4407.08	4639.09
		2291.89	2442.52
		2593.23	2743.98
		2894.60	3045.18
		4965.76	5292.12
		5618.66	5945.29
		6271.63	6597.89

Official Rates are Biweekly rates.

Movement on Pay Schedule

Employees shall progress from one step to the next every eighteen (18) pay periods based on their anniversary date of hire.

Lateral Transfer Pay

Employees hired after ratification of the 2021 successor agreement who have previous certified public safety experience shall, upon successful completion of their probationary period, be eligible to progress to the pay step which coincides with one-half of their recognized experience. Additionally, such employees shall be eligible for vacation accruals in the same manner.

I. Longevity:

Employees who have attained 10-14 years of employment shall receive \$500.00 payable the first pay period of the calendar year. Employees who have attained 15-19 years of employment shall receive \$750.00 payable the first pay period of the calendar year. Employees who have attained 20 and over years of employment shall receive \$1,000.00 payable the first pay period of the calendar year. Those employees reaching their 10th, 15th and 20th year of service shall earn their longevity for that year on a prorated basis.

II. Classification Pay:

Personnel assigned to the next higher classification in the table of organization for a period of time equal to one full working day shall be compensated at the rate of pay in effect for the classification to which they are assigned at a step which is higher than their primary classification. Captains serving as Duty Chief shall receive a pay amount equal to the midpoint between A & B for the Battalion Chief classification in the Oshkosh Chief Officers agreement, per day.

III. Paramedic Pay & EMT Pay:

Employees who are required to maintain a Paramedic license shall receive a 4.0% premium in addition to their normal rate. Senior qualified paramedics below the rank of Lieutenant shall be given first option to bid for assignment to a fire company. The City shall make such assignments within six (6) weeks of a vacancy on a fire company. The City reserves the right to determine the specific fire company to which a senior paramedic shall be assigned. This language shall not prevent the City from staffing fire companies with employees of specialized skills where required. Employees who are required to maintain any level of an Emergency Medical Technician license, under the level of Paramedic, shall receive a 1.1% premium in addition to their normal rate of pay.

*The salaries for the Captain and Lieutenant shall be increased by 1% effective pay period 1, 2011. At the same time, the City will not require Captains and Lieutenants to maintain any level of an Emergency Medical Technician license and the 1.1 premium pay associated with it shall cease.

Please note that the above provision is not intended to restrict the City's ability to staff a specialized fire company. The provision does require the City to make fire company assignments by seniority unless it shows that the most senior paramedic(s) does not possess the specialized skills the City requires on a particular fire company. If there is such a showing, the provision would require the City to assign the most senior paramedic with the specialized skills to the fire company. Any disputes regarding the above provision would be subject to the grievance process.

IV. Transport Pay:

Primary paramedics that transport a patient a distance of thirty (30) or more miles on a single incident shall receive an additional stipend of \$50.00.

V. Special Teams Pay:

Employees who meet department requirements and are assigned to the specialty teams of Airport Rescue (Team comprised only of employees permanently assigned to Station 14), Fire Investigation Team (This team is limited to four line personnel, Captain Instructor and Captain Inspector), Hazardous Materials, Dive Rescue and Technical Rescue shall receive an annual stipend of \$140 per team assignment subject to the following conditions:

- A. The City reserves the right to discontinue the stipend in the event grant money funding a team is reduced or discontinued or for other reasons.
- B. The stipend shall be paid after December 1 of each year, provided the member has participated in all activities, completed all training and physical exam requirements, and has been an active member of the team for the entire calendar year.
- C. Members removed or who resign from a team during the calendar year or who fail to meet the requirements for membership during the year shall not receive the stipend.
- D. The City reserves the right to determine the qualifications required for each team and establish the number of employees to be assigned to each team.