

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

Between

**CITY OF MONONA**

And

**FIREFIGHTERS/EMT EMPLOYEES  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 311**



**January 1, 2009 - December 31, 2011**

## TABLE OF CONTENTS

ARTICLE 1 - <b>INTENT</b> .....	4
ARTICLE 2 - <b>RECOGNITION</b> .....	4
ARTICLE 3 - <b>MANAGEMENT RIGHTS</b> .....	4
ARTICLE 4 - <b>FAIR SHARE</b> .....	5
ARTICLE 5 - <b>RESPONSIBILITY</b> .....	6
ARTICLE 6 - <b>NONDISCRIMINATION</b> .....	6
ARTICLE 7 - <b>NO OTHER AGREEMENT</b> .....	6
ARTICLE 8 - <b>STEWARDS</b> .....	6
ARTICLE 9 - <b>UNION REPRESENTATIVES AND BULLETIN BOARD</b> .....	7
ARTICLE 10- <b>GRIEVANCE AND ARBITRATION</b> .....	7
ARTICLE 11- <b>PROBATION</b> .....	8
ARTICLE 12- <b>SENIORITY</b> .....	9
ARTICLE 13- <b>RESIDENCY</b> .....	9
ARTICLE 14- <b>LEAVE OF ABSENCE</b> .....	9
ARTICLE 15- <b>MILITARY LEAVE</b> .....	10
ARTICLE 16- <b>DISCIPLINE AND DISCHARGE</b> .....	10
ARTICLE 17- <b>HOURS OF WORK, OVERTIME, REPORT PAY</b> .....	11
ARTICLE 18- <b>HEALTH AND WELFARE</b> .....	12
ARTICLE 19- <b>SUPPLEMENTAL BENEFITS</b> .....	13
ARTICLE 20- <b>CLOTHING</b> .....	14
ARTICLE 21- <b>HOLIDAYS</b> .....	15
ARTICLE 22- <b>VACATIONS</b> .....	15
ARTICLE 23- <b>FUNERAL LEAVE</b> .....	16
ARTICLE 24- <b>RETIREMENT</b> .....	16
ARTICLE 25- <b>GROUP LIFE INSURANCE</b> .....	16

ARTICLE 26- **EDUCATIONAL ASSISTANCE** ..... 17  
ARTICLE 27- **WORKER’S COMPENSATION** ..... 17  
ARTICLE 28- **JURY SERVICE** ..... 17  
ARTICLE 29- **MAINTENANCE OF STANDARDS** ..... 18  
ARTICLE 30- **CONSTRUCTION** ..... 18  
ARTICLE 31- **WAGES** ..... 18  
ARTICLE 32- **SEPARABILITY** ..... 18  
ARTICLE 33- **TERMINATION** ..... 19

## **PREAMBLE**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF MONONA, WISCONSIN** (hereinafter referred to as the "Employer") and **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 311**, Madison, Wisconsin (hereinafter referred to as the "Union") representing firefighter/EMT employees of the Employer's Fire Department.

### **ARTICLE 1 – INTENT**

- 1.1 It is the intent and purpose of this Agreement to promote a greater degree of harmony and understanding between the Employer and the Union and to set forth the agreement between the parties with respect to wages, hours and conditions of employment for certain Fire Department employees of the Employer covered by this Agreement.

### **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time firefighter/EMT employees employed by the City of Monona fire/EMT department; excluding Fire Chief, Assistant Fire Chief, Fire Prevention EMS Director and all other supervisory and managerial employees and personnel of the department, and excluding part-time firefighter/EMT employees, paid and unpaid volunteers, and all other employees. This recognition is effective as of the date the Wisconsin Employment Relations Commission issued the certification of representative, February 21, 2001.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogatives of the City and the Chiefs of the Fire Department to operate and manage its affairs in all respects in accordance with its responsibilities and the powers of authority which the City has not abridged, delegated or modified by this Agreement, and such powers or authority are clearly retained by the City of Monona.

These management rights include, but are not limited to, the following:

- (a) To utilize personnel, methods, procedures and means in the most appropriate and efficient manner possible.
- (b) To manage and direct the employees of the Department.
- (c) To hire, schedule (including overtime), promote, assign work, train or retrain employees.
- (d) To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.

- (e) To determine the size and composition of the work force and to lay off employees or to hire employees.
- (f) The City retains the right to establish reasonable work rules and rules of conduct.
- (g) The Union agrees that the City may assign members those duties deemed to be in the best interest of the City and efficient use of available manpower. The City acknowledges the primary mission of the unit to be the saving and protection of life and property; therefore, the primary related duties shall include, but not be limited to, firefighting, fire prevention, rescue work, emergency medical care, care and maintenance of equipment and apparatus, and the cleaning and maintenance of the quarters and area.

It is understood between the parties that the initiation of new service programs, modifications of existing programs and change of duties that are not related to the primary missions of the Department shall require approval of the Common Council and the Mayor in accordance with municipal legislative process.

It is understood between the parties that when the duties of the employees are changed or when new service programs are implemented that are not related to the primary missions of the Department the Union retains the right to negotiate on remuneration for those added responsibilities. It is agreed that any such agreement reached between the parties related to the article shall be payable retroactively to the date of the implementation of such changes.

The foregoing rights must be exercised consistent with the provisions of this Agreement.

#### **ARTICLE 4 - FAIR SHARE**

- 4.1 Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, age or sex. This Article is subject to the authority of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, age or sex.
- 4.2 The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the standard dues required of members of the Union.
- 4.3 The Employer agrees to deduct from the earnings of all employees in the collective bargaining unit the amount of money certified by the Union as being the monthly dues uniformly required of all members and pay said amount to the Treasurer of the Union on or before the end of the month. Changes in the amount of dues to be deducted shall be

certified by the Union to the Employer thirty (30) days before the effective date of the change.

- 4.4 The Union will provide the Employer with a list of employees from which such deductions are to be made on a monthly basis and the Employer shall add the name of any new affected employee to the list before returning the list to the Union. The Union shall hold the Employer harmless from any claim made as a result of the implementation of this Article.

#### **ARTICLE 5 – RESPONSIBILITY**

- 5.1 The Union further agrees that for the duration of this Agreement, or any extension thereof, Union officers, representatives, or members will not authorize, assist, support or participate in any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the Employer shall give notice of the employees involved that they are in violation of the Agreement and shall end such strike, work stoppage, walkout or interruption or impeding of work. Employees who are in violation of this Article shall be subject to immediate discipline, including discharge.

#### **ARTICLE 6 - NONDISCRIMINATION**

- 6.1 The Employer and the Union agree not to discriminate in any manner whatsoever against any employee because of race, creed, age, color, national origin or sex, consistent with applicable law.

#### **ARTICLE 7 - NO OTHER AGREEMENT**

- 7.1 Neither the Employer nor the Union shall enter into any agreement or contract with any employee, individually or collectively, which in any way conflicts with this Agreement. Any such agreement shall be null and void.

#### **ARTICLE 8 – STEWARDS**

- 8.1 The Employer recognizes the right of the employees to designate one (1) job steward from the Employer's seniority list. The Employer shall be notified of the appointment of the steward as soon as possible. The authority of the job steward so designated by the employees shall be limited to and shall not exceed the following duties and activities:
- (a) The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Agreement;

- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union, or its officers, provided such messages have been reduced to writing.

8.2 The steward shall be permitted reasonable time to investigate and present grievances without loss of time or pay, providing it does not interfere with Employer operations and the steward's normal duties.

## **ARTICLE 9 - UNION REPRESENTATIVES AND BULLETIN BOARD**

- 9.1 The officers of the Union shall have reasonable access at all times during working hours to the office where employees are stationed provided, however, that the officers shall not at any time interfere with employees or interrupt their work. The officers shall contact the Fire Chief or his representative in advance of any visit whenever possible.
- 9.2 The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the office where employees are stationed on a bulletin board provided by the Employer. Any notices or bulletins posted shall comply with applicable laws, rules and regulations of governmental agencies and the provisions of this Agreement.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION**

10.1 Grievance. A grievance is defined to be a controversy between the Union and Employer, or between any employee or employees and the Employer as to:

- (a) Any matter involving the interpretation or application of this Agreement; and
- (b) any matter involving an alleged violation of this Agreement in which an employee or group of employees or the Union maintains that any of their rights or privileges have been impaired in violation of this Agreement.

10.2 Procedure. Grievances shall be processed in the following manner (time limits set forth shall be exclusive of Saturdays, Sundays and holidays):

**Step 1** - The employee and/or the steward shall take the grievance up orally with the Chief or his representative within seven (7) days of their knowledge of the occurrence of the event causing the grievance. The Chief shall attempt to make a satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

**Step 2** - The grievance shall be considered settled in Step 1 unless within five (5) days after the Chief's or his representative's answer is due the grievance is reduced to writing and submitted to the City Administrator. The City Administrator shall meet with the employee(s) to resolve the grievance within

five (5) days after receipt of the written grievance. The City Administrator shall respond to the written grievance in writing, with a copy to the Union, within five (5) days of the meeting.

**Step 3** - If not settled under Step 2, it may be appealed in writing by the officers of the Union to the Finance and Personnel Committee within ten (10) days after the Union's receipt of the Step 2 response. Upon request of either the Union or the Employer, a meeting to discuss the grievance shall be held. The Employer's designated representative shall give a written answer to the grievance within five (5) days after its appeal or the grievance meeting, whichever is the later.

**Step 4** - If the grievance is not resolved as provided in Step 3 above, the grievance may be referred to arbitration upon written request by the Union to the Employer, which request must be made within ten (10) days following receipt of the Employer's Step 3 response.

- 10.3 In the event arbitration is requested, either party may request the Wisconsin Employment Relations Commission to submit a panel of seven (7) persons qualified to serve as arbitrator. The parties shall alternately strike names until one (1) remains. The party requesting arbitration shall strike first.
- 10.4 The fees and expenses of the arbitrator, if any, shall be borne equally by the parties. Each party shall bear the cost of its own witnesses, exhibits and counsel.
- 10.5 The arbitrator shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.
- 10.6 The time limits set forth shall in this Article may be extended by mutual agreement in writing. Failure to abide by such time limits or any extension thereof shall cause the grievance to be barred. Grievances not processed by the Employer or its representatives within the prescribed time limits or any extension thereof shall proceed automatically to the next step.

#### **ARTICLE 11 - PROBATION**

- 11.1 All new full-time employees shall serve a probationary period of six (6) months.
- 11.2 Probationary employees may be discharged by the Employer and the probationary employee shall have no recourse over such termination through the grievance and arbitration procedure.
- 11.3 The Employer agrees to notify the Union in writing of all new hires.

#### **ARTICLE 12 – SENIORITY**

- 12.1 Seniority shall accrue from the employee's most recent beginning date of employment with the Employer. After the employee completes his probationary period, his seniority shall date back to his most recent date of hire.
- 12.2 An employee's seniority shall be terminated for any of the following reasons:
- (a) If the employee quits;
  - (b) if the employee is discharged;
  - (c) if the employee is laid off for a period equal to two (2) years;
  - (d) if the employee is laid off and fails to notify the Employer of his intention to return to work within seven (7) days after issuance of a recall notice;
  - (e) if the employee is absent from employment for three (3) consecutive working days without notice to the Employer;
  - (f) if the employee retires;
  - (g) if the employee fails to return to work upon the expiration of an approved leave of absence;
  - (h) if the employee is transferred or promoted to a non-bargaining unit position with the Employer without returning to the bargaining unit within one (1) year.
- 12.3 Upon request by the Union, the Employer agrees to provide the Union with a current seniority list, not more than twice each year.
- 12.4 When the Employer decides to lay off and recall employees, employees shall be laid off and recalled by seniority and qualifications (previous work performance, training, local and state job-related certifications).
- 12.5 The Employer agrees to notify the Union in writing of all layoff and recall notices.

### **ARTICLE 13 – RESIDENCY**

- 13.1 All full-time and regular part-time employees are required to reside within twenty-five (25) miles of the City.

### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.1 An employee desiring a leave of absence without pay from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods in the Employer's discretion and for good cause shown. During the period of absence, the employee shall not engage in gainful employment or seek other employment. Failure to comply with this provision shall result

in immediate discharge. The Employer shall notify the Union in writing of any leave of absence as soon as possible after it is granted.

- 14.2 The employee must make suitable arrangements in advance for continuation of any benefit programs and "fair share" deductions.

### **ARTICLE 15 - MILITARY LEAVE**

- 15.1 Any employee entering the military service of the United States shall be entitled to all benefits provided by any applicable State or Federal laws.
- 15.2 Any employee who is required to take leave to fulfill military reserve obligations or Wisconsin National Guard obligations shall be paid the difference, if any, between his normal compensation for scheduled hours for work missed and the amount paid for the military activity, not to exceed three (3) weeks in any twelve (12) month period. Vouchers reflecting the military pay may be requested by the Employer prior to making any differential payments, and any unit employee shall notify the Employer at least two (2) weeks in advance of any such duty or obligation whenever possible.

### **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

- 16.1 The Employer shall not discharge, discipline or suspend any non-probationary employee without just cause.
- 16.2 In the event the Employer initiates disciplinary action against an employee, the following progression shall normally apply:

1st offense - oral reprimand and counseling by supervisor

2nd offense of a similar nature - written reprimand

3rd offense of a similar nature - written reprimand and/or suspension up to three (3) days without pay

4th offense of a similar nature - discharge

The Employer may immediately discharge an employee without resorting to the above progression for the following serious offenses:

- (a) Theft;
- (b) use or possession of drugs not prescribed by a physician (except over-the-counter drugs);
- (c) drinking of alcoholic beverages during their shift or reporting to work while under the influence of alcoholic beverages;
- (d) operating a motor vehicle while intoxicated in the employ of the Employer;

- (e) other offenses of a serious nature.
- 16.3 All letters of reprimand shall be given to the employee, with copies to be placed in employee's permanent employment file. Employee has the right to inspect their own personal file.
- 16.4 The Employer agrees to provide the Union with a copy of all letters of reprimand and disciplinary action at the time such reprimand or action is issued to the affected employee.

### **ARTICLE 17 - HOURS OF WORK, OVERTIME, REPORT PAY**

- 17.1 The scheduled work day shall be twenty-four (24) hours. The uniform work day shall start at 7:00 a.m. and end at 7:00 a.m. the following day. The scheduled work week shall be one (1) day on, one (1) day off, one (1) day on, one (1) day off, one (1) day on, one (1) day off, one (1) day on, four (4) days off, one (1) day on, one (1) day off, one (1) day on, one (1) day off, one (1) day on, one (1) day off, one (1) day on, six (6) days off (1-1, 1-1, 1-1, 1-4, 1-1, 1-1, 1-1, 1-6) and so on, on a twenty-four (24) day rotating basis, each full-time employee working eight (8) work days every twenty-four (24) day period.
- 17.2 All work performed in excess of their normal, regular scheduled work day or calendar workweek, or all work performed in excess of one hundred eighty-two (182) hours per twenty-four (24) day schedule (work period), shall be paid at the rate of time and one-half (1-1/2) the employee's applicable hourly rate of pay for all hours worked, or compensatory time at time and one-half (1-1/2) as mutually agreed upon. All overtime shall be on a rotating basis by seniority.
- 17.3 All employees shall respond to a call to work outside of their regular schedule of hours by the Chief or his designated representative. A minimum of two (2) hours at time and one-half (1-1/2) shall be granted to any employee who is requested to report outside his regular schedule of hours or who reports to work as scheduled and is sent home. If an employee is required to stay beyond their regularly scheduled shift, they shall be granted a minimum of two (2) hours pay at one and one-half (1-1/2) times their normal rate of pay. Court time shall be subject to the call-in provision.
- 17.4 All employees shall be paid on the 15th and 30th of each month, except February, which shall be paid on the 15th and 28th/29th of the month.
- 17.5 All employees shall continue to earn and accumulate any benefit contained in this Agreement while on any paid leave.
- 17.6 Members of the bargaining unit may exchange workdays between themselves upon notification to the officer in charge. The Employer shall not be liable for overtime which accrues solely through the exchange of work hours.

### **ARTICLE 18 - HEALTH AND WELFARE**

- 18.1 The City agrees to provide the WPS health and dental/vision plans implemented effective February 1, 2004, or plans with equivalent benefits for the life of this agreement. The City agrees to pay 90% of the premium of the offered plan selected by the employee for single or family health insurance. The balance of any monthly premium shall be paid by the employee by payroll deduction. The city agrees to continue to pay 100% of the applicable dental premium.

The City may self insure the dental and vision benefit at its option pursuant to a plan it may adopt which is comparable to the dental and vision benefit provided to represented employees of the City.

Coverage and Carrier Changes. Prior to any changes in carrier, the City shall appoint an advisory committee which shall consist of representatives of the City and the Union. This committee shall review the proposed changes and make recommendations to the City. The City will maintain the existing group health insurance plan or an equivalent plan during the term of this Agreement. The City has the right to change carriers provided the level of benefits is equivalent to the existing level of benefits.

- 18.2 The Employer shall pay the appropriate premium for a unit employee who is absent because of personal illness or off the job injury for the duration of his basic credit under Article 19, Supplemental Benefits, and for six (6) months thereafter rounded to the nearest full month.
- 18.3 The Employer will pay the appropriate premium for a maximum of twelve (12) months when a unit employee is absent due to occupational illness or injury.
- 18.4 If a unit employee is granted a leave of absence and desires to have his insurance coverage continued, he must pay the Employer, prior to the leave of absence being effective, sufficient monies to pay his appropriate premium to the health and welfare plan during the period of his absence.
- 18.5 The Employer shall pay the appropriate premium for the month in which any layoff occurs and one (1) month thereafter.
- 18.6 When a unit employee is discharged for just cause or resigns his employment, the Employer shall only make its contribution for the month in which such termination occurred.
- 18.7 When a laid off unit employee is reinstated, the Employer shall make the required appropriate premium payment commencing the first of the month following the month in which such employee returns to work.
- 18.8 When a unit employee who has been on a leave of absence returns, the Employer shall make the appropriate premium payment beginning with the month following the employee's return to work.
- 18.9 If a unit employee is laid off, the Employer agrees to accept the appropriate premium payment for the employee and remit such premium to the provider of coverage.

## **ARTICLE 19 - SUPPLEMENTAL BENEFITS**

- 19.1 All full-time employees shall earn sick leave with pay at the rate of six (6) hours per pay period. Sick leave may be accumulated to a maximum of eight hundred forty (840) hours.
- 19.2 Leave for illness or injury of a non-work connected nature should not be used unless actually necessary. Such sick leave cannot be used until earned. Circumstances for drawing sick leave, and qualifications for obtaining it, are as follows:
- (a) Circumstances for drawing sick leave.
    - (1) Leave with pay may be used for absence necessitated by non-work connected illness or injury to the employee, or the emergency illness of an employee's immediate family member.
    - (2) Maternity/Paternity leave may be taken in the event the presence of the employee is required, or advisable, in the opinion of a duly licensed physician.
    - (3) Employees shall be allowed to use their earned leave if they become ill on vacation provided the employee adheres to Section b(3) of this Article, except that a certificate, as outlined in subparagraph b(4) hereinafter, will be required in all cases, even if less than three (3) days in duration.
  - (b) Qualifications for obtaining sick leave.
    - (1) Employee must report reason for absence from work promptly to Fire Chief, or his designee.
    - (2) Employee must keep the Employer informed of their condition.
    - (3) Employee must permit the Employer to make such medical inquiry, or visit, as may be determined necessary.
    - (4) Employee must submit a certificate by a duly licensed physician for any absence of three (3) or more scheduled working days certifying as to the nature of the illness or casualty, the possible duration of absence with an estimated date of ability to return to work, and that the absence was medically necessary. In lieu of such a certificate, the Employer may exercise his discretion and accept other suitable evidence which it may deem satisfactory.
    - (5) Any misuse of sick leave or the making of false reports regarding illness may subject the employee to disciplinary

action, including discharge, and may also be considered just cause for the loss of all or part of sick leave credit.

- 19.3 Where there is insufficient sick leave credit to cover the continued absence of an employee for reasons of a non-work-connected illness or injury, the employee may choose to take any earned and accumulated vacation or leave without pay.
- 19.4 While an employee is on sick leave, the employee shall continue to earn additional sick leave as set forth in this Article.
- 19.5 No sick leave benefits shall be paid to an employee who terminates his or her employment with the City of Monona.
- 19.6 Employees who retire from qualified service with the Employer shall be entitled to continued participation in the Employer's then existing health and welfare plan on a basis provided in such plan. In the event of death after retirement or in the event of death while actively employed by the City of Monona, the employee's surviving spouse shall be eligible for the benefit. The Employer shall pay the cost of the appropriate coverage under such plan for a period equal to the number of monthly premiums totaling the dollar value of the retiree's sick leave credit earned but not taken by such retiree, computed on the basis of his then wage at retirement. Any fractional amounts remaining in the retiree's earned but not taken reserve credit may be applied to purchase an additional month's insurance coverage or be paid in cash to the retiree at his or her option. Thereafter, the retiree may elect to continue applicable insurance coverage, if available, at his or her option and expense in the then existing Employer plan. If no insurance is available at the retirement of the employee as a result of law, rule, regulation or the contract with the carrier or insuring entity, or if the employee prefers in lieu of the insurance options, the employee shall receive a deferred distribution of such value in seventy-two (72) equal monthly installments, with interest.
- 19.7 For persons at or over the cap, fifty percent (50%) of the first seventy-two (72) hours of unused sick leave earned in that year will be paid to the employee at year end. For example, if an employee uses 24 hours of sick leave, fifty percent (50%) of 48 hours sick leave will be paid; if an employee uses 48 hours of sick leave, fifty percent (50%) of 24 hours sick leave will be paid.

#### **ARTICLE 20 – CLOTHING**

- 20.1 The Employer shall budget the sum of Four Hundred Dollars (\$400.00), per employee per year. The Employer shall honor needed expenditures from this account for the purchase, replacement or repair of uniforms.
- 20.2 The City shall provide a list of required clothing for new hires and provide same at no cost to the employee.

#### **ARTICLE 21 – HOLIDAYS**

21.1 Employees covered by this Agreement shall be paid twelve (12) hours pay for the following named holidays. (The afternoon holidays shall be six (6) hours.)

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

December 24

Christmas Day

The afternoon before New Year's Day

21.2 The one-half (½) day holiday shall be considered to be six (6) hours.

21.3 Employees shall receive time and one-half (1-1/2) their hourly rate of pay for all hours worked on a holiday plus their regular holiday pay.

## **ARTICLE 22 – VACATIONS**

22.1 All employees covered by this Agreement shall be entitled to vacation with pay as follows:

- (a) Vacation credit shall accrue at the rate of 2.67 hours per pay period for employees with one (1) year or less of service.
- (b) Vacation credit shall accrue at the rate of 4.33 hours per day period for employees with more than one (1) year and less than seven (7) years of service.
- (c) Vacation credit shall accrue at the rate of 6.00 hours per pay period for employees with more than seven (7) years and less than sixteen (16) years of service.
- (d) Vacation credit shall accrue at the rate of 7.67 hours per pay period for employees with more than sixteen (16) years of service.

22.2 Vacation leave may not be used during the probationary period, but it shall accrue.

22.3 After the first year of employment, an employee must use a minimum of seventy-two (72) hours of vacation leave per year. An employee may not accrue over two hundred forty (240) hours of vacation leave. Any vacation leave accrued over the maximum is lost. Vacation pay will be based on the rate of pay in effect at the time the vacation is taken. Vacation leave must be requested and approved at least one (1) week in advance. Requests will be made to the Chief on an accepted request form. All vacation time shall

be scheduled and approved by the Fire Chief, or his designee, by March 1st of each year. This shall only apply to vacation periods longer than one (1) consecutive shift.

- 22.4 An employee whose employment is terminated for any reason shall be paid for earned vacation leave at the rate of 1/12th for each month worked in that anniversary year, provided the employee shall have completed one (1) year of continuous employment.
- 22.5 All vacation time shall be scheduled on a seniority basis.

### **ARTICLE 23 - FUNERAL LEAVE**

- 23.1 Death In Immediate Family: Where there is a death in the immediate family of an employee, said employee shall be granted leave beginning from the time of death and ending at 7:00 a.m. on the second day following the funeral. The granting of such leave shall be contingent upon the employee's attendance at the funeral service. In such circumstances, additional time off may be granted at the discretion of the Chief and shall be charged to the accrued sick leave of the employee. Requests for additional time off shall be submitted in writing to the Chief.
- 23.2 The term, "immediate family" as used in this subsection shall be limited to the following: father, mother, stepparents, spouse, children, father-in-law, mother-in-law, brother or sister, grandparents, grandchildren, brother-in-law, or sister-in-law, stepchildren.
- 23.3 Death - Other Than Immediate Family: Where a death of a person in the employee's family other than his immediate family occurs, the Chief of the Department, at his discretion, may authorize such employee to be absent from work and such absence shall be charged to the accrued leave of the employee. If such deceased relative resided in the home of the employee, bereavement leave shall be the same as provided in Section 23.01 of this Article.

### **ARTICLE 24 - RETIREMENT**

- 24.1 The Employer agrees to continue to pay the cost of each eligible employee's contribution to the Wisconsin Retirement Fund (protective service class) as well as its own contribution for all employees covered by this Agreement.

### **ARTICLE 25 - GROUP LIFE INSURANCE**

- 25.1 The Employer agrees to make available to unit employees who qualify for the group life insurance plans, including the supplement plan, of the State of Wisconsin on November 1 of each year the insurance can be obtained. The premium cost of such insurance shall be shared between the Employer and the employee as provided in the plan. It is understood

that at least three-fourths (3/4) of all employees of the Employer must elect coverage before the plan may be effective.

- 25.2 Income Continuation Insurance. The Employer agrees to make the Wisconsin Public Employer's Group Income Continuation Insurance Program available to all eligible employees. It is understood that at least sixty-five percent (65%) of all qualified employees must elect to participate in the program before it becomes effective.

#### **ARTICLE 26 - EDUCATIONAL ASSISTANCE**

- 26.1 A unit employee desiring to further his/her professional education shall be reimbursed by the Employer for the cost of tuition, books and other related expenses on condition: (i) that the Employer's Fire Chief approves the course of instruction and place offered prior to enrollment, and (ii) such course is completed successfully. Reimbursement shall be made on successful completion of the course.

#### **ARTICLE 27 - WORKER'S COMPENSATION**

- 27.1 In the event an employee become entitled to and receives Worker's Compensation under Chapter 102, Wisconsin Statutes, his Worker's Compensation for the period of compensable temporary total disability will be supplemented for a period of one (1) year so that he will receive his full salary during said period, taking into consideration Worker's Compensation, Social Security payments, if any, and the amount to be supplemented by the Employer. This compensatory time shall not be deducted from the employee's accumulated sick leave time.
- 27.2 After the period of one (1) year, an employee may at his option draw from his entitlement for paid leave under Article 18, Supplemental Benefits, until exhausted in order to protect his normal earnings.

#### **ARTICLE 28 - JURY SERVICE**

- 28.1 Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as juror. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular straight time pay from the City. If the employee chooses to receive the regular straight time pay from the City, the full amount of jury duty pay, including all expenses other than mileage and meals, shall be reimbursed to the City by the employee.

**ARTICLE 29 - MAINTENANCE OF STANDARDS**

- 29.1 The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and such conditions of employment shall be changed only where specific provisions for improvement are made elsewhere in the Agreement.
- 29.2 It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within thirty (30) days from the date of such error.

**ARTICLE 30 – CONSTRUCTION**

- 30.1 In construing this Agreement, words importing one gender extend and are intended to apply to any gender, and the use of the plural includes the singular and the use of the singular includes the plural.

**ARTICLE 31 – WAGES**

- 31.1 Hourly wages for bargaining unit employees shall be as follows:

	<b>Effective 1/1/09</b>	<b>Effective 1/1/10</b>	<b>Effective 1/1/11</b>
<b>START</b>	14.24	14.63	15.07
<b>1 YEAR</b>	14.66	15.06	15.51
<b>2 YEARS</b>	15.56	15.99	16.47
<b>3 YEARS</b>	16.04	16.48	16.97

If the City voluntarily agrees to a wage settlement for the police unit on wages in excess of 2.75% for 2009, 2.75% in 2010, 3.00% in 2011, the settlement percentage in the EMT/Fire unit will be changed in the affected year, to match the police voluntary settlement for the affected year or years.

**ARTICLE 32 – SEPARABILITY**

- 32.1 The parties agree to comply with all applicable Federal and State laws and regulations with respect to employment and with any decisions by the Wisconsin Employment Relations Commission or judicial bodies interpreting such laws or regulations, which may affect the terms and provisions of this Agreement.
- 32.2 If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider

thereto or application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance therewith has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement consistent with applicable Wisconsin Statutes.

**ARTICLE 33 – TERMINATION**

- 33.1 This Agreement shall become effective January 1, 2009 and shall remain in effect until and including December 31, 2011, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to August 1, 2011, or unless superseded by a subsequent agreement. Any automatic extension of this Agreement may be terminated by either party upon at least thirty (30) days written notice. Retroactivity of a subsequent contract shall not be an issue in negotiations unless either party has terminated this Agreement or any extension thereof.
- 33.2 In the event that either party requests negotiations for a new agreement pursuant to the provisions of this Article, and said negotiations extend beyond the expiration date of this Agreement, this Agreement shall remain binding until a new agreement is signed by both the Employer and the Union.

**IN WITNESS WHEREOF**, the parties have hereby set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**CITY OF MONONA**

**IAFF LOCAL 311**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MONONA  
(Firefighters/EMT Employees)**

Employees may elect to not receive group hospital, surgical and major medical insurance if he or she is eligible for such benefits elsewhere.

If an employee elects to not receive such benefits, he or she will receive a monthly contribution to a deferred compensation account established by the City in his or her name. Such contribution shall be a monthly payment equal to the employer's share of the single insurance premium which would otherwise be paid on behalf of the employee. Re-enrollment of employees or their dependents is subject to health insurance carrier or health administrator restrictions and regulations that may be in effect from time to time.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOR THE EMPLOYER:**

**CITY OF MONONA**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE UNION:**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 311**

\_\_\_\_\_  
  
\_\_\_\_\_