

SUMMARY OF TENTATIVE SETTLEMENT
between the
CITY OF LA CROSSE
and the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL #127, AFL-CIO-CLC

January 4, 2018

Additions are indicated by underlining; deletions are indicated by ~~strikeout~~

All items shall remain as in the 2015-2017 collective bargaining agreement except as follows:

1. **ARTICLE 2 - RULES AND REGULATIONS** - Revise first sentence to read as follows:

The "Rules and Regulations" of the La Crosse Fire Department, as established by Fire Department management shall be made a part of ~~and attached to~~ this agreement.

2. **ARTICLE 3 - GRIEVANCE PROCEDURE, Section 3** - Add a new paragraph to read as follows:

The cost of the arbitration, including the fees and expenses of the arbitrator and transcription fees, shall be borne equally by the Union and the City. However, each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees.

3. **ARTICLE 4 - MEDICAL BENEFIT PLAN, Section A - Employee's Medical Benefit Plan Contributions** - Revise to read as follows:

Full-time employees are eligible to participate in the City's Medical Benefit Plan ~~and receive the level of benefits as described in the attached Schedule of Benefits.~~

A. Employee's Medical Benefit Plan Contributions

Active employee's monthly contribution shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

~~Effective January 1, 2012, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$60.00 per month for single coverage, \$75.00 per month for limited family coverage and \$90.00 per month for family coverage.~~

~~Employees who do not participate in the Health Risk Assessment will pay monthly contributions of \$105.00 for single coverage, \$125.00 for limited family coverage, and \$145.00 for family coverage.~~

~~Effective July 1, 2016, the employee's monthly contribution shall be 16% of the 2016 monthly premium equivalent rate. Employees' who are fully participating in the Health Risk Assessment, as described below, shall have a contribution rate of 8% of the 2016 monthly premium equivalent rate.~~

~~Effective December 1, 2016, the employee's monthly contribution shall be 16% of the 2016 monthly premium equivalent rate. Employees' who are fully participating in the Health Risk Assessment, as described below, shall have a contribution rate of 9.5% of the 2016 monthly premium equivalent rate.~~

~~Effective January 1, 2017⁸, the employee's monthly contribution shall be 16% of the 2017⁸ monthly premium equivalent rate. Employees' who are fully participating in the Health Risk Assessment, as described below, shall have a contribution rate of 10.512-611% of the 2017⁸ monthly premium equivalent rate.~~

Effective January 1, 2019, the employee's monthly contribution shall be 16% of the 2019 monthly premium equivalent rate. Employees' who are fully participating in the Health Risk Assessment shall have a contribution rate of 12% of the 2019 monthly premium equivalent rate.

Effective January 1, 2020, the employee's monthly contribution shall be 16% of the 2020 monthly premium equivalent rate. Employees' who are fully participating in the Health Risk Assessment shall have a contribution rate of 12.6% of the 2020 monthly premium equivalent rate.

4. **ARTICLE 8 - WORK WEEK - Revise Duty Day language as follows:**

DUTY DAY

Duty day for firefighters on a platoon system are as follows:

Weekdays: Monday through Friday. The standard duty day starts at 08:00 hours and ends at 16:00 hours. A one (1) hour lunch period is provided between 12:00 hours and 13:00 hours. ~~Supper is taken after 16:00 hours.~~ After 16:00 hours, the remainder of the shift shall be on standby. Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

Saturdays and Sundays: The standard duty day starts at 08:00 hours and ends at 12:00 hours. After 12:00 hours, the remainder of the shift shall be on standby. Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

~~Sundays and Holidays:~~ The standard duty day starts at 08:00 hours and the entire shift shall be on standby, Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

Management reserves the right to hold drill or training sessions as it deems necessary. When these drill or training sessions fall outside the designated standard duty day, the City will provide an equal amount of standby time during the standard duty day. Providing equal amount of standby time will be administered prior to or after the drill or training session is performed.

5. **ARTICLE 9 - BEREAVEMENT, Section A - Benefit - Revise** to read as follows:

In the event of a death in the employee's immediate priority family, the employee will be allowed time off without loss of pay or sick leave credits. Such paid funeral leave shall be used from the day of death up to and including the day after the funeral, but not to exceed ~~two (2)~~ three (3) platoon work days for those assigned to the platoon work schedule and not to exceed ~~three (3)~~ five (5) eight (8) hour work days for those assigned to the forty (40) hour week.

For employees assigned to a four (4) ten (10) hour workweek, bereavement leave is not to exceed ~~24~~ 40 hours for an immediate priority family member. Eight (8) hours of bereavement leave will be available for ~~other relatives~~ immediate family members as defined in paragraph C.

Employees are required to provide documentation of death and funeral proceedings for bereavement leave.

6. **ARTICLE 9 - BEREAVEMENT, Section B - Immediate Family - Revise** to read as follows:

B. Immediate Priority Family

Immediate Priority family shall be defined as the employee's ~~mother, father, parent, step-parent, legal guardian, spouse, or children, (biological, adopted, foster, or step-child), brother or sister and mother-in-law and father-in-law.~~ Effective June 1, 2016: employee and spouse's ~~step-parent, step-children, foster children~~ shall be considered immediate family.

7. **ARTICLE 9 - BEREAVEMENT - Add** a new Section C to read as follows:

C. Immediate Family

Immediate family shall be defined as the employee's legal guardian, brother or sister, mother-in-law or father-in-law.

8. **ARTICLE 9 - BEREAVEMENT, Section C - Other Relatives - Renumber and revise** to read as follows:

CD. Other Relatives

In the event of a death of either the employee's, or the employee's spouse's, grandparent or grandchild, brother-in-law, sister-in-law, ~~great grandchild~~, or great grandparent, or the employee's aunt or uncle, funeral leave will be authorized not to exceed ~~twenty four hours~~ for those on the platoon system and eight (8) hours for those on the forty (40) hour week for attendance at the funeral, ~~such leave may be taken from the day of the death up to and including one (1) day for absence on the day after of the funeral~~; however, such hours shall not be deducted from accumulated sick leave credits. No paid funeral leave will be allowed if an employee is on vacation, sick leave for illness, lay-off, or other paid or unpaid leaves of absence. An additional shift day may be authorized by management if individual circumstances warrant. ~~Participation by on-duty employees at the funeral for an active or retired City of La Crosse employee shall be governed by the Chief's memorandum dated November 4, 1999.~~

~~Effective June 1, 2016: Other Relatives shall include employee's aunt or uncle.~~

9. **ARTICLE 14 - WAGES AND SALARY SCHEDULE, Section A - Salary Schedule - Delete** the first four paragraphs and replace with the following:

~~Effective January 1st, 2015, all covered positions shall receive an across the board increase of two percent (2%) in salary as identified on the attached salary schedules.~~

~~Effective July 1, 2016, all covered positions shall receive an across the board increase of two percent (2%) in salary as identified on the attached salary schedules.~~

~~Effective December 1, 2016, all covered positions shall receive an across the board increase of two percent (2%) in salary as identified on the attached salary schedules.~~

~~Effective January 1, 2017, all covered positions shall receive an across the board increase of two percent (2%) in salary as identified on the attached salary schedules.~~

Effective January 12, 2018, all firefighters shall receive a two and a half percent (2.5%) wage increase.

Effective January 12, 2018, all engineers and specialists shall receive a three and a half percent (3.5%) wage increase.

Effective January 12, 2018, all officers and facilities maintenance mechanics shall receive a four and a half percent (4.5%) wage increase.

Effective January 11, 2019, all firefighters shall receive a two and a half percent (2.5%) wage increase.

Effective January 11, 2019, all engineers and specialists shall receive a three and a half percent (3.5%) wage increase.

Effective January 11, 2019, all officers and facilities maintenance mechanics shall receive a four percent (4%) wage increase.

Effective January 10, 2020, all covered positions shall receive a two percent (2%) wage increase.

Effective the first full payroll after July 1, 2020, all covered positions shall receive a one percent (1%) wage increase.

Effective the first full payroll after January 1, 2021, all covered positions shall receive a three percent (3%) wage increase.

Bargaining unit members assigned to practice as a paramedic by the Chief and approved by the Medical Director shall receive an additional five percent (5%) of the base wage rate.

The Accreditation Manager shall receive an additional two percent (2%) of the base wage rate.

10. **ARTICLE 14 - WAGES AND SALARY SCHEDULE, Section A - Salary Schedule -** Add a new last paragraph to read as follows:

A commercial driver's license (CDL) and maintenance of said licensure is required in order to drive a department vehicle with air brakes. If a firefighter's, who was hired on or after January 1, 2018, job duties include driving a department vehicle with air brakes, a CDL is required as a condition of employment.

11. **ARTICLE 14 - WAGES AND SALARY SCHEDULE, Section C - Specialty Teams -** Revise to read as follows:

C. Specialty Teams

An employee who is a member of the Hazardous Materials, Team shall receive \$10.00 per month for being an active member. An employee who is a member of the TEMs, Water Rescue/Dive, USAR, or TEMS, Technical Rescue specialty Teams shall receive \$20.00 per month for being an active member an additional one percent (1%) of the base wage rate. Employees on two or more specialty teams shall receive an additional one-half percent (.5%) of the base wage rate. The Core Specialty team leaders for Hazardous Materials, wWater rRescue/Dive, USAR, and TEMS (1) and technical rescue (1) shall be compensated \$100.00 per month, effective May 20, 2016 receive an additional two percent (2%) of the base wage

rate. The Type II Hazardous Taskforce Team Coordinator shall receive an additional one and one-half percent (1.5%) of the base wage rate. The Type II Hazardous Taskforce Team Trainer shall receive an additional three percent (3%) of the base wage rate. The Type II Hazardous Taskforce Monitoring Equipment Technician shall receive an additional two and one-half percent (2.5%) of the base wage rate. Type II Hazardous Taskforce members shall receive double time while at monthly Level A training sessions and when responding to Level A emergencies. The Fire Department's policy on assignment to Special Teams described in the Chief's correspondence dated October 20, 1997, shall be continued for the life of the 2015-2017 collective bargaining agreements. It is understood that all assignments to and removals from specialty teams are the decisions of management.

12. **ARTICLE 14 - WAGES AND SALARY SCHEDULE, Section E - Out of Rank Assignments** - Revise to read as follows: Note: this provision effective upon

ratification by Council.

The City will pay a ~~Captain assigned to work as a Division Chief, an Engineer or Firefighter assigned to work as a Lieutenant, or a Firefighter assigned to work as an Engineer,~~ an out of rank daily premium as ~~defined on the wage schedule~~ of \$15.00 per day. This does not include drivers of Rescue 2 and Rescue 3 units. The City will pay an Engineer or a Firefighter assigned to work as a Lieutenant an out of rank daily premium of \$30.00 per day. The City will pay a Lieutenant assigned to work as a Captain an out of rank daily premium of \$40.00 per day. The City will pay a Captain assigned to work as a Battalion Chief an out of rank daily premium of \$50.00 per day. ~~That amount is the d~~Daily premiums shall be paid to an employee in one of the above classifications who is assigned if the assignment to work out of classification is for at least four (4) hours. If a Lieutenant is assigned to work as Captain in a different house, the Lieutenant assigned to work as Captain shall receive the out of rank daily premium. If a Lieutenant is assigned to work as a Captain in his/her regularly assigned house for a period in excess of 90 calendar days, the Lieutenant shall receive the out of rank daily premium starting on the 91st day. An employee is eligible for only one (1) out of rank assignment on a day. Only one (1) out of rank assignment premium will be paid for a position for a day (to the employee first assigned). Whether an out of rank assignment is made and, if made, the selection of the bargaining unit member for the out of rank assignments shall be by management.

13. **ARTICLE 14 - WAGES AND SALARY SCHEDULE, Section H - Simultaneous Positions** - Revise to read as follows:

~~No two (2) people can hold two (2) paid positions simultaneously, i.e., EMS Training, Engineer, Computer Trainer, Lieutenant and House Security. This provision would not apply to Specialty Teams.~~

In the event the Lieutenant serves as Assistant Mechanic, EMS Trainer, or Computer Trainer assignments shall be made at the discretion of the Chief regardless of rank. In the event anyone other than a firefighter serves as an Assistant Mechanic, EMS Trainer, or Computer Trainer, s/he shall receive a premium of two percent (2%) of their base wage rate.

14. **ARTICLE 18 - CLOTHING ALLOWANCE, Section A - Benefit - Revise** to read as follows:

A clothing allowance in the amount of four hundred twenty-five dollars (\$425.00) per year will be authorized for each employee covered under this agreement. Such allowance is payable on the first payday of January of each year.

Each employee shall be responsible for \$50.00 of the cost of each uniform item ordered.

Beginning January 2016, there will be no minimum purchase requirement in even years. The City shall purchase no more than six (6) approved Nomex items of the employee's choice (any combination of pants, SS shirts, LS shirts and Fire Department approved jacket) in even years. The City shall purchase no less than three (3) and no more than six (6) approved Nomex items of the employee's choice (any combination of pants, SS shirts, LS shirts and Fire Department approved jackets) in odd years. For the uniform allowance to be non-taxable income the employee shall report by November 1st, on a form approved by the City, all receipts for uniform purchases and maintenance. Such form must be turned into the Finance office and will result in non-taxable wages.

~~Employees' must complete a requisition form for Fire management indicating the number and specific pieces of uniform items to be purchased, by January 10th of the respective year. The City shall make a group purchase no later than February 15th of each year, for all requisitioned uniform items. Employee payment of \$50 per requisitioned item, minimum purchase requirement of three (3) uniform items = maximum of six (6) uniform items, shall be made payable to the City upon receipt. All uniform purchases made after the annual group purchase will be at the employee's expense.~~

15. **ARTICLE 18 - CLOTHING ALLOWANCE, Section B - New Employees - Revise** first paragraph to read as follows:

New hires will receive a uniform allowance of 50% of the uniform allowance in effect for current employees on their first payroll check and the other 50% on the first payroll check following completion of six months of employment. ~~A new hire will be allowed to participate in the department's uniform purchasing program and may choose to spend their uniform allowance in accordance with the terms established in Paragraph 2 of section A, Article 18.~~

16. **ARTICLE 18 - CLOTHING ALLOWANCE, Section C - Retiring Employees - Delete.**

C. — Retiring Employees

~~In the year that an employee is anticipating retirement they shall not be bound by the terms established in Paragraph 2 of Section A, Article 18. This waiver is available to a firefighter once in his/her career.~~

17. **ARTICLE 23 - RESIDENCY REQUIREMENT-** Revise to read as follows:

~~All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1, 2005 employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein.~~

~~The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile-residency within the City.~~

The City of La Crosse follows state law regarding residency requirements. Section 66.0502(4)(b), Wis. Stats., states, "A local governmental unit may impose a residency requirement on fire personnel that requires such personnel to reside within fifteen miles of the jurisdictional boundaries of the City. . . ." If the City elects to enforce this provision, incumbent employees would be grand-fathered and would not be impacted. If implemented, the residency requirement would only be applicable to candidates hired after the implementation date.

It is understood that compliance with the domicile/residency requirement is a condition of employment. In cases where non-compliance is proven it shall result in termination of employment.

18. **ARTICLE 24 - LIMITATIONS ON DISCIPLINARY LANGUAGE -** Revise to read as follows:

A. Any and all oral (documented) written reprimands ~~and/or memos of reprimands for all disciplinary actions less than suspensions~~, shall be removed from the employee's file three (3) years after the date of the reprimand.

~~B. Any and all other disciplinary actions shall cease to have force and effect and shall be removed from the employee's personnel file five (5) years after the date of the disciplinary action.~~

EB. It is the intention of the parties that any memorandum notation or disciplinary action hereby removed from an employee's file shall not be used in any future disciplinary action.

EC. The City shall not, warn, suspend, demote, and/or discipline or discharge any employee except for just cause. If the City warns, suspends, demotes and/or discharges an employee for just cause, the City shall notify to the recording secretary of the Union at the same time such action was taken.

19. **ARTICLE 26 - PAGER PAY - Delete in its entirety.**

Employees who are required to carry the pager shall be paid an additional forty-five dollars (\$45.00) per month to be on call.

It is understood that this benefit is limited to these named positions: Facilities Maintenance Mechanic, Lieutenant of Inspection, Lieutenant of Inspection Trainee/Lieutenant, team leader for technical rescue, team leader for water rescue and team leader for Tactical Emergency Medical Services.

20. **ARTICLE 31 - REASONABLE SUSPICION DRUG AND ALCOHOL POLICY AND PROCEDURE, Section 3 - Employee Testing - Delete the first sentence and replace it with the following:**

~~Employees shall not be subject to random medical testing involving urine, breath or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.~~

All Active fire protective employees, including management, shall be subject to random drug and alcohol testing. Testing shall be limited to one (1) sworn officer per month and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall test for only the substances and within current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The random draw conducted by the laboratory will be provided to the Director of Human Resources or his/her designated representative for coordination and scheduling of said employee. Refusals or confirmed positive tests may invoke immediate dismissal from the Department. The results, including confirmed positives, shall be provided to the Director of Human Resources or his/her designated representative. Any positive test results will require notification of the Chief by Human Resources.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

21. **ARTICLE 31 - REASONABLE SUSPICION DRUG AND ALCOHOL POLICY AND PROCEDURE, Section 10 - Rehabilitation and Offenses and Penalties Program - Revise third sentence of the second paragraph to read as follows:**

If an employee tests positive a second time during the twenty-four month period, they shall be subject to a disciplinary action of a three (3) day suspension without pay discipline.

22. **ARTICLE 31 - REASONABLE SUSPICION DRUG AND ALCOHOL POLICY AND PROCEDURES, Section 15 - Reporting Procedure, subparagraph 3 - Revise to read as follows:**

Under "to release to":

Shift Commander on Duty Non-Union

Or ~~Gregg Cleveland~~ Chief Ken Gilliam

Assistant Chief (~~named specifically~~) Jeff Murphy

~~Warren Thomas~~ Assistant Chief Craig Snyder

~~Wendy Oestreich~~ Audra Bloom

Address of Representative

*at least one name must appear on the form

23. **ARTICLE 32 - ENTIRE AGREEMENT, AGREEMENT, AND MOU'S 1-6 -** The names and dates (reflecting a four year settlement) need to be updated.
24. **MEMORANDUM OF UNDERSTANDING #4 - Replace "207" with "204" in the second sentence.**
- . . . hours worked over ~~207~~ 204 in a 27 day cycle . . .
25. **MEMORANDUM OF UNDERSTANDING # 6 - Delete.**
26. **SIDELETTER dated October 20, 1997 - Delete.**