

LABOR AGREEMENT BETWEEN
THE CITY OF PORTAGE (FIRE DEPARTMENT)
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
UNION LOCAL NO. 2775
(AFFILIATED WITH AFL-CIO-UNIONS)
2024-2025

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AGREEMENT

ARTICLE I. PARTIES AND RECOGNITION

Section 1. Parties: This Agreement made and entered into on the date hereinafter set forth, by and between the CITY OF PORTAGE, hereinafter referred to as the "EMPLOYER," and I.A.F.F. UNION LOCAL NO. 2775, AFL-CIO, hereinafter referred to as the "UNION."

Section 2. Recognition: The City of Portage as of July 24th, 1980, recognizes I.A.F.F. Union No. 2775, as the sole and exclusive collective bargaining representative for hours, wages and conditions of employment for all full time firefighters.

ARTICLE II. MANAGEMENT RIGHTS

The Employer shall have the sole and exclusive right to determine the number of employees to be employed, the duties of each of those employees, the nature and place of their work, and all other matters pertaining to the management and operation of the City of Portage. This shall include the hiring, promoting, transferring, demoting, suspending or discharging of any employee as circumstances warrant. This shall include the right to assign and direct employees to schedules of work, to pass upon the efficiency and capabilities of employees, and to establish and enforce reasonable work rules and regulations.

All functions of management not specifically granted to the Union or employees in this Agreement are retained by the Employer.

Provisions of this section shall not be used to discriminate against employees.

ARTICLE III. ADMINISTRATIVE DETAIL

Section 1. Pay Cycle and Pay Day:

- A. Pay Cycle: The City maintains a standard bi-weekly, 14 calendar day payroll cycle beginning at 12:01 a.m. Sunday through midnight of the fourteenth day following.
- B. Pay Day: Payroll checks will be issued on the Friday following the end of the pay cycle.
- C. Pay Distribution: For employees working a twenty-four (24) hour shift, base wages will be distributed in equal bi-weekly increments of 112 hours. Employees working a standard forty (40) hour week will be paid for all hours worked; inclusive of leave time, overtime, and holiday pay; within a 14-day pay cycle.

Section 2. Rules and Regulations: The Employer may establish reasonable rules and regulations (City of Portage Personnel Policies and Procedures) and all employees shall be provided with a copy.

Section 3. Records: Employees shall be given reasonable access to their personnel file in accordance with Wis. Stat. §103.13.

Section 4. Union Representative: The Representative of the Union shall have reasonable access during working hours to the offices where employees are stationed to meet with bargaining unit employees regarding administration of the contract, provided that the room is not in use and provided that the Representative shall not, at any time, interfere with employees or interrupt their work.

The Representative shall contact the Fire Chief in advance of any visit whenever possible. The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the Employee Lounge.

Section 5. Fair Share, Check Off and Liability: Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty 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 or sex.

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

Check Off: 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, and submit copy of same to Employer. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer or to the Union.

Liability: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section 6. Outside Employment. Outside employment must be reported to your immediate supervisor. No outside employment shall be denied unless the City can demonstrate conflict of interest, interference with duties, or causes in-efficient work performance.

ARTICLE IV. ABSENCES

Section 1. Sick Leave: Employees working twenty-four(24) hour shifts shall earn sick leave at a rate of twelve (12) hours per month. Unused sick leave to be accumulated to an unlimited amount. Employees working a forty (40) hour week shall accrue sick leave at a rate of eight (8) hours per month.

Sick leave shall cover absences from duty because of an employee's physical or mental condition, including orders by the county health department to remain off duty.

In order to be eligible for sick leave with pay, an employee shall:

1. Report the reason for absence from work no later than two (2) hours before normal report time, if possible.
2. Keep the Employer informed as to employee's condition.
3. Provide the Employer with appropriate medical documentation as requested and as the Employer may deem necessary.

Sick leave shall not result in the loss of seniority rights.

The accrual of sick leave and vacation benefits shall continue during the period of convalescence. Employees shall be allowed sick leave if they become ill while on vacation, provided they notify the Fire Chief immediately of such illness. Sick leave shall not accrue during an employee's unpaid leave of absence.

Employees who qualify for retirement under the Wisconsin Retirement Plan and who retire under that Plan shall be entitled to payment for eighty-five percent (85%) of unused sick leave, up to a maximum of one thousand five hundred sixty (1,560) hours. Employees hired on or after January 1, 2008 shall be entitled to payment of unused sick leave, up to a maximum of \$22,500 for post-retirement health insurance pursuant to the next paragraph. This shall be computed on the employee's current rate of pay at the time of retirement. This amount shall be retained by the City and paid toward the retired employee's or surviving spouse's health insurance if provided for in the Wisconsin Retirement Plan.

For Employees who retire and receive payment of accumulated, unused sick leave pursuant to the prior paragraph, the City shall by January 30, annually deposit the equivalent of 12 months health insurance premium expense from employee's accumulated, unused sick leave balance into an employee's HRA until that employee's sick leave balance is expended.

Employees with two (2) consecutive years of service in the Fire Department who have not used any sick leave in a calendar year are eligible to receive twelve (12) hours of

additional compensatory time in the 2nd pay period in January of the following year. Employees with two (2) consecutive years of service in the Fire Department who work a forty (40) hour work week are eligible to receive eight (8) hours of additional compensatory time in the second pay period in January of the following year.

Section 2. Funeral Leave:

Subsection 1. Employees working a twenty-four (24) hour shift may take time off up to twenty-four (24) hours with pay for a death in the immediate family. Employees working a forty (40) work week may take time off up to three (3) days with pay for the death in the immediate family. "Immediate family" shall include: spouse, parent, step parent, brother, sister, step brother, step sister, son, daughter, grandparents, grandchild, stepchild, mother and father in-law, step grandparents and grandparent in-law.

Subsection 2. On-duty firefighters may attend a visitation and/or funeral without using paid time off as long as the visitation and/or funeral meet the following criteria:

1. The Portage Fire Department. members (as a group) are attending the visitation and/or funeral representing the department.
2. Access to an emergency vehicle is readily available for an emergency response from the visitation/funeral site.

Section 3. Military Leave: Military leave for attendance at duly ordered military schools or camps of instruction or for within state emergency activation duty shall be considered as an approved employee leave of absence and not as leave that must be taken as vacation.

Military leave shall not exceed fourteen (14) consecutive days in a one (1) year period and shall not apply when an employee is fulfilling long-term duty assignments. Affected employees though, shall be entitled to a supplement payment of the difference between their regular compensation and the military pay for the first consecutive ten (10) days of any such leave.

Section 4. Leave of Absence: Procedure - Employees shall make written applications for leaves to the Employer and shall, except in the case of illness or injury, make application thirty (30) days prior to the desired starting date of the leave. This leave of absence clause does not apply to Family and Medical Leave, which is covered separately in the City of Portage Personnel Policies and Procedures.

Employees may request an unpaid leave of absence in writing to the Fire Chief stating the reason(s) for the leave, the date the leave is to begin and the date the employee will return along with supporting documentation supporting the leave request. The Fire Chief shall present the employee's request along with his recommendation to the City Administrator for consideration and final action. The City administrator has the discretion to approve or deny the request in whole or in part. Employees granted an extended leave may continue health and dental insurance coverages during this

period provided the employee reimburses the City for the insurance premiums in advance. Employees returning from a leave of absence for medical reasons may be required to submit medical documentation supporting a return to work and/or submit to a fitness for duty examination.

Section 5. Jury Duty: Full-time employees who are called to jury duty shall receive full salary during the hours of their absences for jury duty, provided that the employee shall remit to the City an amount equal to the compensation paid to the employee for such jury service no later than the close of the pay period following receipt of such compensation and the employee shall also attach the summons for jury duty to the payroll time card. Employees shall notify their department head immediately upon receipt of the summons for jury duty. Upon release from jury duty on a day the employee is scheduled to work, the employee shall immediately report to duty if that release occurs during the scheduled work hours.

Section 6. Court Appearances. If the employee is called to testify as a defendant or plaintiff in any legal action filed against the City or that the City has initiated, the following pay provisions shall apply:

- A. Employees called as subpoenaed witnesses on their scheduled work shift shall receive full pay and benefits and return to work as soon as possible.
- B. Employees called as subpoenaed witnesses other than on their scheduled work shift, shall be paid overtime, at time and one half, with a 2-hour minimum.
- C. The employee shall remit to the City any compensation received for their service.

ARTICLE V. RETIREMENT AND INSURANCE

Section 1. Wisconsin Retirement Fund: The Employer participates in the Wisconsin Retirement Fund. Employees shall pay 100% of the employee's required contribution as determined by law. An employee seeking to retire pursuant to WRS standards should notify the Fire Chief ninety (90) days in advance of the employee's retirement date.

Section 2. Group Hospital, Surgical, Dental and Major Medical Insurance: The Employer shall offer eligible employees a group health insurance plan and will pay eighty-eight percent (88%) of the premium of the offered health insurance plan that is the least costly.

Qualified plan within the service area. The Employee shall pay Twelve percent (12%) of that gross premium. Should the employee select coverage for a plan other than the least costly qualified plan the employee shall be responsible to pay the full amount of the excess portion of said premium.

A retiree or surviving spouse may continue the group medical coverage provided by the Employer at no cost to the Employer if allowed under the Wisconsin Retirement Plan.

- (a) In 2020, the City implemented an employee deductible health plan in which coverage shall be comparable to the local traditional plan and the City shall annually pay the employee's cost of actual deductible via the HRA. The Employer shall provide full time employees a self-insured dental group insurance plan to employees administered by a third-party provided ninety-five per cent (95%) of full-time employee participate annually in the plan. The Employer will pay up to Four Hundred Eighty Dollars (\$480.00) per year per employee that participates in the City of Portage Group Dental Insurance Plan (Plan) toward a dental insurance premium, or employee claims paid but not more than the actual premium or actual employee claims paid. Participating employees shall pay \$71.43/month for participation in family coverage and \$4.54/month for single coverage under the Plan.

If it is determined that the current premium rates contributed by the City and the Employee are more than enough to cover eligible claims, the City shall provide notice to the Union of its intent to reduce the City and employee's participation rate no less than 30 days prior to year-end. Such reduction shall be applied in equal proportion to the City and employee participation rates.

If it is determined that the premium rates contributed by the City and the Employee are insufficient to pay eligible claims, the City shall provide notice to the Union of its intent to increase the City and employee's participate rate by more than the percent increase in wage rates for that calendar year no less than 60 days prior to year-end. Such increase shall be applied in equal proportion to the City and employee participation rates, however in no instance shall the City's participation rate exceed \$40/month/employee.

If it is determined that the current level of coverage cannot be sustained with the premium participation rates in effect, the City shall provide notice of change in dental insurance coverage to the Union no less than 60 days prior to implementation.

- (b) The City shall pay for AIDS testing when an employee has probable cause to believe such test is necessary as a result of a work-related incident.
- (c) A representative of L-2775 shall be afforded the opportunity to serve as a member of any committee created by the city for the purposes of discussions on health care for city employees.

Section 3. Group Life Insurance: Group life insurance is provided for those employees eligible for participation in the Wisconsin Retirement Fund. The amount of insurance is based upon annual earnings rounded off to the highest \$1,000.00 amount. The Employer will pay the premium for the basic life insurance coverage under the plan. Employees may elect additional units of coverage and pay the total premium costs for those additional units.

Section 4. Worker's Compensation: Medical expense and wage loss is covered by Worker's Compensation Insurance for all employees who suffer an injury or illness as a result of their employment by the City of Portage.

In addition to the preceding, all employees (other than those who have worked less than six (6) months or those hired on a part-time or seasonal basis), who suffer a temporary partial or temporary total disability which results in loss time in excess of 3 days per Chap. 102.43, Wis. Stats., shall receive their regular wage rate for the duration of their covered loss period equal to the number of hours they were scheduled to work during the loss period. The employee shall receive full pay during the time they are covered by Worker's Compensation without any loss of accrued leave time provided that the employee shall turn over to the City any Worker's Compensation payments received. The Employee shall have the option to use accrued leave for any loss time not covered by Worker's Compensation. All work related injuries must be reported to the Fire Chief and City Clerk within forty-eight (48) hours.

ARTICLE VI. COMPENSATION

Section 1. Wages/Salary Schedule: Any adjustment to the Wage/Salary Schedule (including current and future longevity steps) due to take place on the first day of the 1st pay period of any following year shall become effective on the date that the new payroll cycle begins for that year. The wage schedule is attached as Appendix 1.

Section 2. Flexible Benefit Program: The Employer will offer employees a section 125K Flexible Spending Accounts Program for health care and dependent care reimbursement account options. All monthly contributions required of the employee for medical and/or dental insurance plan coverage(s) shall automatically be subject to the 125K Plan unless the Employee requests a waiver.

Section 3. Healthcare Reimbursement Account (VEBA). The employer will offer a Healthcare Reimbursement Account (HRA) plan Effective January 1, 2022; the Employer will no longer offer Security Financial Resources as a Healthcare Reimbursement Account provider to employees. Employees enrolled on or before October 1, 2021 may continue to participate. On or before the 25th pay period each year, employees unused compensatory time, unused accumulated holiday time not scheduled to be taken before the end of the year or cashed out prior to the 25th pay period, and an eligible retired employee's unused sick leave payment (as referenced Section 1 of Article IV – Absences) shall be deposited into the employee's account.

Section 4. Emergency Medical Technician (EMT). Employees who have attained EMT certification shall receive an additional \$0.25/hour for the duration in which the employee retains said certification.

Section 5. Technical Rescue Team: Full time employees who are certified members of the Confined Space Rescue Team, Hazardous Incident Response Team and Rope Rescue Team (Technical Rescue Team) shall receive an additional \$0.25/hour for the duration in

which the employee retains said certification. Attendance at training seminars for said certifications shall be compensated at straight time if attended on off- duty hours or as regular time if attended during scheduled shift.

Section 6. Mechanic Pay:, An employee assigned Mechanic duties by the Fire Chief shall receive an additional \$0.50/hour for the duration in which the employee retains said assignment. This assignment requires follow-up communication/correspondence outside of scheduled hours at no additional compensation. This additional pay is contingent upon establishment of and compliance with specific written duties and responsibilities as approved by the Fire Chief.

Section 7. Tuition Reimbursement: Subject to prior approval by the Fire Chief, the City will increase the employee base hourly rate by (\$0.01)/hour upon completion of each credit for up to a total of sixty (60) credits. This remuneration for these credits shall apply only to those Employees who have been approved and show proof of enrollment no later than October 1st of each year and shall commence upon providing satisfactory documentation of course completion and passage. This incentive pay shall only be paid for the credits earned for courses that are applied toward the attainment of a degree related to their area of employment and recommended by the Fire Chief.

ARTICLE VII. HOLIDAYS

Section 1. All full-time employees shall be granted the following eleven (11) holidays with additional pay: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and two (2) floating holidays. Employees working twenty-four (24) hour shifts shall receive twenty-four (24) hours for each designated holiday. Employees working eight-hour days will receive eight (8) hours for each designated holiday. Employees working twenty-four (24) hour shifts have the option of receiving pay for a designated holiday at an employee's regular rate of pay or taking twelve (12) hours off in lieu of receiving one day of holiday pay up to a maximum of 5 ½ days off in the calendar year. Employees working eight (8) hour shifts will receive eight (8) hours off. The time off, including the floating holidays must be approved in advance by the Fire Chief, however, the approval shall be denied if it shall cause the scheduling of overtime. Approval will not be unreasonably withheld. If time off is requested in lieu of pay, it may not be changed. The time must be used in the calendar year the holiday falls.

Section 2. Employees shall be paid time and one-half (1 ½) for all hours worked on a named holiday, in addition to holiday pay or time off in lieu thereof as provided in Section 1.

ARTICLE VIII. HOURS OF EMPLOYMENT

Section 1. Normal Work Schedule: In compliance with the Fair Labor Standards Act, effective July 1, 1994, the City of Portage declares a work period for employees working twenty-four (24) hour shifts of twenty-seven (27) days. The work schedule will be one (1) day on, two (2) days off, seven o'clock A.M. starting time. A, B, and C shifts will be chosen by seniority. D shift will be required to fill in as needed but will not exceed fifty-six (56) hours per week unless mutually agreeable.

In making the schedules for twenty-four (24) hour shift employees, an attempt will be made to keep employees on regular shifts and to schedule twenty-four (24) hours off between shifts whenever possible. The regular schedule will be made yearly and posted one (1) month in advance. In making assignments to shifts, the employee's preference will be considered by seniority on an annual basis.

The employees shall respond to recall working outside their regularly scheduled hours by the Fire Chief or his designee. An employee returning to work on recall will receive a minimum of one hour of pay at time and one-half an employee's regular rate of pay, except when an employee works additional hours consecutively prior to or subsequent to the employee's regularly scheduled job hours.

Employees working forty (40) hour shifts will generally work Monday through Friday, 0800 to 1600 hours. However, the Fire Chief will have complete flexibility in scheduling forty (40) hour work week employees as department needs arise including for open shifts and overtime shifts. Open shifts shall be defined as those absences listed in Article IV: sick leave, funeral leave, immediate family illness, military leave, leave of absence, jury duty and Family Medical Leave Act leave.

Section 2. Work reduction days are days off, with compensation, authorized for employees with a twenty-four (24) hour duty shift. The effect of work reduction days is to reduce the average work week to 52.76 hours effective July 1, 1994, and thereafter, and the basic work year to 2,744 hours. Work reduction days are intended to secure compliance with the standards prescribed by the Federal Fair Labor Standards Act (FLSA) and the implementing regulations prescribed by the Department of Labor relating to the length of the work week for employees within the fire service.

On January 1st of 1995 and each year thereafter, a subaccount within the compensatory time account on each twenty-four (24) hour shift employee will be credited with 168 hours in work reduction *I* compensatory time. Compensatory time, credited in this manner will be distributed and taken during the course of the subsequent calendar year as seven (7) work reduction days, consisting of seven (7) periods of twenty-four (24) hours each.

Within each work period, prescribed by Department order, a twenty-four (24) hour shift employee may work a greater number of scheduled work hours than authorized by FLSA regulations, relating to overtime. Any overtime compensation to which an employee may be entitled under this circumstance shall be taken as, applied to and satisfied by the 168 hours of work reduction *I* compensatory time, credited as of January 1st each year.

The City shall ensure that the D shift engineer is compensated at the rate of one and one-half (1 – ½) times for scheduled hours worked above 2744 between January 1 and December 31 of any given calendar year. These hours will be paid by separate check with the first paycheck issued in December.

At the time an employee has been approved for leaves in excess of twenty-one (21) days as listed under Article IV and is unfit to return to duty for any reason, the 168 hours of work reduction/compensatory time credited as of January 1 of each year and is normally considered to have been accrued by the employee at the rate of fourteen (14) hours per month (0.46 hours per day) shall not be credited or accrued during the entire leave duration. Upon returning from leave the employee shall resume accruing work reduction/compensatory time at the rate of fourteen (14) hours per month (0.46 hrs. per day). If an employee is approved for said leave in excess of 21 days and has already expended all accrued work reduction/compensatory time, the employee may elect to use accrued vacation, sick or holiday hours to reimburse the employer for all work reduction/compensatory hours they were not entitled to from the first day of the leave until the first day an employee is deemed fit to return to duty.

Any balance of the 168 credited hours of work reduction/compensatory time at the end of each calendar year will not be paid out.

At the time an employee leaves the service of the City for any reason, the 168 hours of work reduction time credited on January 1, shall be considered to have been accrued by the employee at the rate of fourteen (14) hours per month. Upon leaving the service of the City, an employee shall be paid at straight time for accrued work reduction days which have not been taken. An employee who has taken work reduction days which have not been accrued and as to which FLSA overtime hours have not been applied, shall have payment for such work reduction days deducted from the employee's final pay upon termination of employment.

Employees working forty (40) hour weeks, (eight (8) hour shifts), that must work shift work in excess of forty (40) hours per week (excluding emergency responses) due to emergency situations, will be paid at the time and one-half rate (1 ½). as the Engineer rate as per the time and grade schedule as indicated in Appendix I

When recalled on a holiday, employees will receive compensation at the double time rate.

Section 3. The Fire Chief shall determine what training programs each full-time firefighter will be required to attend. Granting of overtime compensation for required training shall be upon the prior approval of the Fire Chief.

Section 4. Shift Trading: An employee may trade a shift with another if mutually agreeable. There shall be written documentation of a trade signed by the employees involved and the Fire Chief. Whenever practicable the employees shall notify the Chief or his designee in advance.

Section 5. Compensatory Time: In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off at time and one-half (1 ½). Compensatory time shall be taken upon approval of the department head. If

compensatory time cannot be used during the calendar year, the employee may elect to be paid out any earned, unused hours at the hourly rate earned on or before the 25th pay period. Any earned, unused hours not paid out by the 25th pay period shall be deposited in the employee's HRA/VEBA as described in Article VI. Section 3. The annual maximum compensatory time claimed shall be a replenishing ninety-six (96) hours.

ARTICLE IX. UNIFORM ALLOWANCE - EQUIPMENT

Section 1. Annual Allowance: The Employer shall grant to each employee the sum of Five Hundred Fifty dollars (\$550.00) per year as a uniform allowance, to be paid in June of each year. The first-year payment to new employees to be pro-rated.

Section 2. New Employee Allowance. New employee shall receive an additional initial allowance of Four Hundred Dollars (\$400.00) payable forthwith.

All equipment furnished by the City shall remain the property of the City.

Section 3. Corrective Eyewear: Subject to a \$200 maximum, the City shall reimburse employees for the repair or replacement of corrective eyewear if broken while on duty. "On duty" shall mean actively engaged in discharging the specific duties and responsibilities of the employee's job assignment.

ARTICLE X. VACATIONS

Section 1. General Provisions:

(a) Vacation accrual for any given year shall be based upon the number of years of service completed as of December 31 the preceding year. Employees with less than one year of service as of December 31 of the preceding year shall earn a prorated portion of the vacation benefit based on the number of months of service completed as of December 31 of the preceding year

(c) Vacation leave shall not carryover and must be taken within the calendar year for which it is accrued under (a), above.

(d) For purposes of vacation leave calculation, an employee's actual anniversary date of employment shall be recognized as being the date upon which the employee's vacation leave balance shall accrue.

Section 2. Amount of Vacation Leave: Employees shall be eligible for vacation leave according to the following schedule:

(a) Employees working twenty-four (24) hour shifts:

<u>Completed Employment</u>	<u>Vacation Allowance</u>
One (1) year.....	Six (6) Shifts
Seven (7) years.....	Nine (9) Shifts

Twelve (12) years.....	Nine (9) Shifts plus Twelve (12) hours
Thirteen (13) years.....	Ten (10) Shifts
Fourteen (14) years.....	Ten (10) Shifts plus Twelve (12) hours
Fifteen (15) years.....	Eleven (11) Shifts
Sixteen (16) years.....	Eleven (11) Shifts plus Twelve (12) hours
Seventeen (17) years.....	Twelve (12) Shifts
Twenty (20) years.....	Fifteen (15) Shifts

(b) Employees working a standard forty (40) hour week:

<u>Completed Employment</u>	<u>Vacation Allowance</u>
One (1) year.....	Two (2) weeks
Seven (7) years.....	Three (3) weeks
Twelve (12) years.....	Three (3) weeks plus one (1) day
Thirteen (13) years.....	Three (3) weeks plus two (2) days
Fourteen (14) years.....	Three (3) weeks plus three (3) days
Fifteen (15) years.....	Three (3) weeks plus four (4) days
Sixteen (16) years.....	Four (4) weeks
Twenty (20) years.....	Five (5) weeks

Section 3. Scheduling Vacations: Requests for vacation time shall be made when the schedule for the calendar year is posted. Leave shall be chosen by seniority pursuant to the following format: Any changing of the vacation shifts selected must have a thirty (30) day prior approval of the Fire Chief unless a shorter time period is mutually agreeable between the Chief and the "D" shift engineer.

- 1st Selection 6 shifts
- 2nd Selection: 3 shifts
- 3rd Selection: 3 shifts
- 4th Selection: 3 shifts
- 5th Selection: 2 shifts
- 6th Selection: 2 shifts
- 7th Selection: 3 shifts
- 8th Selection: 2 shifts
- 9th Selection: 2 shifts
- 10th Selection: 1.5 shifts

ARTICLE XI. PROMOTING AND SENIORITY

Section 1. Plan of Evaluation for Promotion: The Chief of the Department will select a qualified member of the department for promotion. The City shall establish promotional procedures pursuant to applicable Wisconsin Statutes which shall include but are not limited to an evaluation of merit and ability to determine qualified employees for promotion.

Section 2. Seniority: Seniority shall apply to lay off from work, recall after lay off, and vacation scheduling. Seniority shall also apply to shift preference so long as there are enough qualified employees to adequately staff each shift.

Section 3. Probation: Newly hired employees shall serve a twelve (12) month probationary period. Employment may be terminated by the Employer at his option during this probationary period. There shall be no appeal from the Employer's decision.

ARTICLE XII. RESIDENCY

As a condition of employment, permanent full-time employees of the City of Portage Fire are required to reside within a fifteen (15) mile radius of the Portage Fire Department facility located at 119 West Pleasant Street, Portage, WI. Residency must be established within sixty (60) days following completion of probationary period.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is defined as a dispute between any employee or the Union and the Employer with respect to the meaning or interpretation of this Agreement.

Section 2. Procedure:

Definition: For purposes of this contract working days are defined as Monday – Friday.

Step 1. The aggrieved employee and/or steward will present the grievance in writing to the Fire Chief within ten (10) working days of the event causing the grievance. The Fire Chief shall respond to the grievance within ten (10) working days of the date the written grievance was filed. For purposes of this section, "days" shall be exclusive of weekends, holiday, vacation leave, sick leave, or any other excused absence.

Step 2. The grievance is considered settled in Step 1, unless the grievance is presented in writing to the City Administrator within five (5) working days of the response from the Fire Chief. The City Administrator shall respond in writing within ten (10) working days of the date the grievance was presented.

Step 3. The grievance is considered settled in Step 2, unless the grievance is presented in writing to the Human Resource Committee of the Common Council within fifteen (15) working days of the response from the City Administrator. The Human Resource Committee shall respond in writing within ten (10) working days of the date the grievance was presented.

Step 4. If an employee grievance is not settled at this third step, or if any grievance filed by the Employer cannot be satisfactorily resolved by conference with the appropriate representative of the employees, either party may take the matter to arbitration as hereinafter provided.

Section 3. Arbitration: If, after Step 3, the grievance is not resolved, then either party may

request, in writing, to the other party that the matter be submitted to arbitration.

The impartial umpire or arbitrator shall, if possible, be mutually agreed upon by both parties. If agreement upon an arbitrator is not reached within fifteen (15) days, the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike a name at a time until only one (1) remains. The Employer shall be the first to strike a name.

The impartial arbitrator shall have the authority to determine issues concerning the interpretation and application of all parts of this Agreement.

The costs of the arbitration shall be equally divided between the two parties.

Section 4. Time: The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

Section 5 – The grievance and arbitration procedure shall not apply to any discipline or termination subject to Wis. Stat. §62.13(5).

ARTICLE XIV. DISCIPLINE AND DISCHARGE

Employees shall not be disciplined, suspended or discharged without just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within five (5) working days of the Fire Chief being made aware of the occurrence.

Section 1. Severance Pay: An employee upon retirement, layoff, without cause on the part of the employer, or death, will receive the following severance pay:

A. Vacation: All unused vacation pay and earned vacation pay prorated for all completed months of service from the 1st pay period to the date of retirement.

B. Any unused holidays accumulated shall be paid out at the holiday rate.

ARTICLE XV. MODIFIED DUTY

Modified duty assignments may be granted by the Chief of the Fire Department upon proper submission of medical evidence of the employees' injury or illness by a licensed medical provider. The medical evidence shall include the nature of employees' injury or illness and the work the employee is capable of performing. Modified duty shall be made at the discretion of the Chief and upon the work available and the modified capabilities of the employee and there will be no permanent modified duty assignments.

Section 1. In implementing this paragraph, the Chief will use the following guidelines:

- a. Local 2775 members on medical leave due to non-work-related injury or illness who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty, would have the option of the following:
 - i. Remain on sick leave until ready to return to full duty;
 - ii. Work Monday - Friday 0800-1600 hours.
 1. Modified duty assignments under ii. need written approval by the Fire Chief, Local 2775, and the employee.
- b. Local 2775 members on medical leave under workers compensation who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty would work the following:
 - i. Work Monday - Friday 0800-1600 hours.

In the event an employee is unable to temporarily perform Fire Department duties due to a pregnancy or complication of a pregnancy, a modified duty assignment may be offered to the employee in accordance with the above guidelines.

Modified duty assignments shall be within the Fire Department unless the Fire Chief, Local 2775, and the employee come to an agreement on the outside assignment. Training will be provided by the employer to maintain the efficient accomplishment of the assignments given if feasible.

Individuals with on-duty injuries or illnesses will be given preference for modified duty assignments, and no more than two (2) employees may be assigned to modified duty at any time. Employees assigned to modified duty will not be counted toward the normal daily staffing levels.

Except as provided above, all benefits provided for by the Labor Agreement shall not be reduced due to a modified duty assignment.

Employees assigned modified duties shall be given the option to take their previously scheduled vacation cycles or to hold the vacation selections until they return to full assignment. If an employee returns to work and there are no vacation selections available, he/she may carry over the selections to the next year. If the employee returns to work and there are few vacation selections available, he/she may carry over selections to the next year with supervisor approval. The employee may then pick carry-over vacation selections the next year after all of the other vacation selections have been made. Employees who work a Monday-Friday 0800-1600 hours schedule shall have their total hours of available vacation converted at a factor of .5556 for the duration of their modified duty. Upon return to full duty, the vacation hours will be converted back using the same conversion factor.

Employees placed in modified duty assignments are prohibited from participating in outside employment beyond the current restrictions of their modified duty assignment in the Department. Failure to follow this provision is grounds for discipline.

The duration of the modified duty assignment for a duty related or non-line-of-duty injury or illness shall not exceed 120 calendar days from the date the employee is certified to perform modified duties as determined by the proper medical authority unless an extension is approved by the Fire Chief.

Once an employee has been certified as fit for return to full duty, the employee will return to the position and unit to which the employee was assigned prior to the modified duty assignment unless the employee received a promotion in the interim.

ARTICLE XVI. Wellness and Fitness Initiative

The purpose of this initiative is to provide a physical wellness and fitness program for personnel that enhances the employee's health, confidentially identifies risk factors and physical abnormalities, and provides advice for future development. The program also requires individualized physical fitness assessment, counseling and provides access to fitness equipment in a routine work setting.

Section 1. The Fire Department and the Portage Fire Fighters, IAFF Local 2775, have agreed that it is in the interest of all parties that individual members of the fire department receive, at minimum, an annual medical examination. The terms of such a program have been reached and are outlined below.

The International Association of Fire Fighters and the International Association of Fire Chiefs "Fire Service Joint Labor Management Wellness-Fitness Initiative – Fourth Edition" (hereinafter "Initiative") has been adopted for use in the administration of this program. The Initiative is a total program, whereby all components will be implemented during a phase in period.

- a. The City shall support and maintain the wellness/fitness program, including the cost of medical examinations, physical fitness assessment, fitness equipment, fitness equipment upgrades and fitness equipment maintenance.
- b. The City shall schedule medical examinations and physical fitness assessments while employees are on-duty and in consideration of staffing limitations. Employees who wish to have physical examinations performed by their own physician shall schedule themselves for off-duty medical examinations and/or physical fitness assessments on their own time and at their own expense. Physical examinations performed by physicians outside of this program shall include all tests specified by the program and documents of the visit, not including results or recommendations shall be provided to the city.
- c. All medical examinations hereunder shall, at a minimum, include the tests defined within the Initiative's documents, including:
 1. Physical examination
 2. Medical history examination
 3. Blood test

4. Urinalysis
5. Cholesterol screening
6. EKG
7. Spirometry
8. Body composition examination
9. Hearing evaluation
10. Cancer screening
11. Vision screening
12. Immunization and infectious disease screening.
13. Referral recommendations as appropriate.

Local 2775 members shall be entitled to complete confidentiality with respect to any and all medical examinations and physical assessments conducted pursuant to this agreement. The City of Portage will not require Local 2775 members to waive patient-physician confidentiality with respect to the results of any portion of the medical examination, their medical records or physical fitness assessments. This specifically means that any individually identifiable information (other than that required for reporting within the parameters of the Initiative) obtained by any physician or exercise specialist in connection with any medical examination or physical assessment conducted under this agreement SHALL NOT be released to the City or any other 3rd party. Notwithstanding the above, the physician and exercise specialist shall provide information regarding job history, annual medical and fitness and injury data, as established by the Initiative, to the International Wellness-Fitness Information System.

It is expressly understood and agreed that blood drawn for analysis hereunder WILL NOT be used for drug screening. The City will require the physician or health care provider to specifically provide notice of this limitation on any and all forms that employees are required to execute in connection with this program. Copies of such forms shall be provided to Local 2775 for approval before employees are asked to execute them.

Participation in the "Initiative" is mandatory. Said participation shall be considered as training and treated as any other department training. The City agrees that employees may participate in physical fitness exercise at various times during the workday and duty day provided fire department activities permit. This period shall last 30 consecutive minutes and include warm up, work out, and clean up. However, physical fitness exercise that occurs outside of normal working hours will not be compensated or cause overtime. In order to allow employees to efficiently utilize the time allotted above, the City will provide, upgrade and maintain free weights, exercise machines, cardiovascular equipment and other fitness equipment needed to maintain appropriate levels of physical fitness as prescribed by the Initiative. If workout is not completed between 0800 and 1600, the employee will not be required to work out that day. Employees will not be required to work out on Sundays and holidays.

The City agrees to establish a fitness committee that will review the physical fitness equipment and program needs of the fire department and make recommendations to the City and Local

2775. The Committee shall meet not less than annually. Members of Local 2775 shall be compensated according to terms of the collective bargaining agreement for off duty time devoted to activities of the Committee. Neither the Committee, nor its members, shall have the authority to make decisions binding on Local 2775 or the City.

Unless and until the employer provides appropriate uniform exercise attire, which has been agreed upon by Local 2775, employees shall wear appropriate and respectable exercise attire while exercising. The term "exercise attire" shall include articles of clothing with Local 2775 and/or PFFW and/or IAFF and/or Portage Fire Department designation (s). Employees shall be permitted to wear their uniforms or turnout gear over workout attire or as prescribed in the department's uniform policy to respond to emergency calls for service that arise while they are exercising.

It is agreed that this program is non-punitive. Specifically, this means that employees shall not be disciplined or relieved of duty on the basis of their level of fitness or medical findings hereunder. The Fire Department Physician shall not be authorized to release to the City information about an employee's fitness for duty. However, this agreement does not limit the Fire Chief's right to have an employee evaluated for fitness for duty outside of the Initiative. This program is not intended to limit the City's statutory right to receive medical records. Any proposals, releases, contracts or other documents provided to the Fire Department Physician and the exercise specialist which concern confidential medical information shall provide specific notice of these limitations.

It is further agreed that, during the effectiveness of this agreement, employees will not be required to meet any fitness standard or norm unless the International Association of Fire Fighters and the International Association of Fire Chiefs agree to modify the "Fire Service Joint Labor Management Wellness-Fitness Initiative" to include such norms. In the event the International Association of Fire Fighters and the International Association of Fire Chiefs agree to modify the "Fire Service Joint Labor Management Wellness-Fitness Initiative" to include such fitness standards and/or norms, they shall not be implemented until the parties agree to reopen negotiations to bargain the impact of such modification(s) and reach agreement, if any.

Where there are conflicts between this program and the "Fire Service Joint Labor Management Wellness-Fitness Initiative Second Fourth", the terms of this agreement shall prevail.

This program will be intended to become part of and run concurrent to the Collective Bargaining Agreement between the City of Portage and Local 2775 automatically renew itself on the same term as the collective bargaining agreement. The Collective Bargaining Agreement shall supersede this program and govern disputes that arise hereunder.

The City of Portage and Local 2775 agree that either party may cancel participation in the Initiative by providing at least 30 days' notice to the other.

ARTICLE XVII. SAVINGS CLAUSE

If any Article or Section or provision of this Agreement is held invalid by operation of law or by any tribunal of jurisdiction, or if compliance with or enforcement of any Article or Section is enjoined or restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. The Employer and Union will discuss the Article or Section made invalid by law and attempt to arrive at a solution. If a solution cannot be reached, it will be subject for negotiation. This provision is to be subject to the grievance procedure beginning at Step 3.

ARTICLE XVIII. DURATION

This Agreement shall be binding on both parties hereto and shall be effective as of the first pay period of January, 2024, and shall remain in effect until and including last day of the 26th pay period in 2025. This Agreement shall be automatically renewed unless negotiations are instituted by July 1, 2025. Contract proposals shall be exchanged on or before September 1, 2025.

CITY OF PORTAGE

I.A.F.F. UNION LOCAL NO. 2775

Mitchel Craig, Mayor

Brian Bonovetz, President

Rebecca Ness, Clerk

Matthew Asch, Secretary/Treasurer

APPENDIX I

IAFF #2775 WAGE RATES						
Rates Effective 1st Pay Period of 2024						
Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs
Captain - Hourly	\$22.19	\$22.94	\$23.21	\$24.09	\$24.31	\$24.77
Annual*	\$64,603.74	\$66,794.73	\$67,585.92	\$70,142.07	\$70,781.11	\$72,120.05
Change from 2023	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Lieutenant-Hourly	\$21.29	\$22.06	\$22.48	\$23.19	\$23.40	\$23.86
Annual*	\$61,986.72	\$64,238.57	\$65,455.79	\$67,525.06	\$68,133.67	\$69,472.60
Change from 2023	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Engineer - Hourly	\$20.40	\$21.13	\$21.76	\$22.20	\$22.37	\$23.31
Annual*	\$59,400.14	\$61,530.27	\$63,356.09	\$64,634.17	\$65,151.49	\$67,890.22
Change from 2023	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Inspector/Engineer	\$28.80	\$29.58	\$30.46	\$31.07	\$31.33	\$32.65
Annual*	\$59,904.42	\$61,534.62	\$63,360.44	\$64,621.13	\$65,164.53	\$67,903.26
Change from 2023	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Lieutenant-Inspector	\$29.81	\$30.89	\$31.48	\$32.48	\$32.77	\$33.41
Annual*	\$62,012.81	\$64,251.62	\$65,468.83	\$67,555.49	\$68,164.10	\$69,489.99
Change from 2023	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
IAFF #2775 WAGE RATES						
Rates Effective 1st Pay Period of 2025						
Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs
Captain - Hourly	\$23.18	\$23.97	\$24.25	\$25.17	\$25.40	\$25.88
Annual*	\$67,510.91	\$69,800.49	\$70,627.28	\$73,298.47	\$73,966.26	\$75,365.45
Change from 2024	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Lieutenant-Hourly	\$22.24	\$23.05	\$23.49	\$24.23	\$24.45	\$24.93
Annual*	\$64,776.13	\$67,129.31	\$68,401.30	\$70,563.69	\$71,199.68	\$72,598.87
Change from 2024	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Engineer - Hourly	\$21.32	\$22.08	\$22.74	\$23.19	\$23.38	\$24.36
Annual*	\$62,073.15	\$64,299.13	\$66,207.12	\$67,542.71	\$68,083.30	\$70,945.28
Change from 2024	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Inspector/Engineer	\$30.10	\$30.92	\$31.83	\$32.47	\$32.74	\$34.11
Annual*	\$62,600.11	\$64,303.67	\$66,211.66	\$67,529.08	\$68,096.93	\$70,958.91
Change from 2024	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Lieutenant-Inspector	\$31.16	\$32.28	\$32.89	\$33.94	\$34.25	\$34.91
Annual*	\$64,803.38	\$67,142.94	\$68,414.93	\$70,595.48	\$71,231.48	\$72,617.04
Change from 2024	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%

*Annual amounts (Hourly Rate x 2912 hours for all position except Inspector/Engineer & Lt. Inspector and 40-Hour Captain which are 2080 hours X Hourly Rate) are provided for informational purposes only and are not intended to imply a guarantee of an annual salary or compensation or portion thereof.

Effective 1/1/2024; Full Time Employees may be eligible for the following wage additions per Art. IV Compensation

- Sec. 4. EMT Pay: Full-time employees with EMT Certification shall receive additional \$0.25/hr
- Sec. 5. TRT Pay: Full time certified, employees of Hazardous Incident Response Team shall receive additional \$0.25/hr
- Sec. 6. Mechanic: Employee assigned apparatus and equipment mechanic duties by Chief shall receive addition \$0.50/hr