

AGREEMENT BETWEEN

CITY OF MERRILL

And The

MERRILL FIREFIGHTERS

International Association of Firefighters

Local 847

2022-2023

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AGREEMENT

ARTICLE 1 - PURPOSE OF AGREEMENT

This agreement made and entered into at Merrill, Wisconsin, effective January 1, 2022, according to the provisions of the Municipal Code of Merrill, Wisconsin, and the Wisconsin Statutes, by and between the City of Merrill, Wisconsin as Municipal Employer with the Fire Chief as its agent, hereinafter referred to as the "City", and Local 847 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union". This agreement is designed to promote and maintain the harmonious relationship between the City and the Union, in order that more efficient and progressive public service may be rendered.

Now, therefore, the City and the Union have reached this Agreement.

ARTICLE 2 - RECOGNITION

- A) The Employer recognizes the Union as the exclusive collective bargaining agent excluding the Fire Chief and the Shift Commanders for hours of work, and conditions of employment for regular Firefighters in the City of Merrill Fire Department.
- B) The Union recognizes the Employer's right of management reserved by and vested in the Fire Chief and the Police and Fire Commission and the Common Council, and modified only to the extent of the terms of this agreement.
- C) The Employer recognizes that the power to hire, promote, discharge, and suspend Firefighters lies only with the Fire Chief and Shift Commanders of the Department and the Police and Fire Commission of this City, according to the Wisconsin Statutes 62.13.
- D) The City shall have the authority to consolidate the operations of two or more departments within the Fire Department and to reorganize the operation within the Fire Department.

ARTICLE 3 - RESERVATION OF RIGHTS

The Union recognizes the right of the City and Chief of the Fire Department to operate and manage its affairs in all respects. The Union recognizes the exclusive right of the Chief of the Fire Department to establish departmental rules and procedures.

The City and the Chief of the Fire Department have the exclusive rights and authority to schedule overtime work as required in the manner most advantageous to the City, commensurate with the applicable Ordinances or Resolutions for overtime compensation, as outlined in this Agreement, to members of the bargaining unit.

It is understood by the parties that every duty connected with the Fire Department operations enumerated in job descriptions is not always specifically described and it is intended that all such duties shall be performed by the employees.

The Chief of the Fire Department and the Police and Fire Commission reserve the right to discipline or discharge for cause. The City reserves the right to lay-off personnel of the Department. The City and Fire Chief of the Fire Department shall determine work schedules consistent with this Agreement and establish methods and processes by which such work is performed. The City and Chief of the Fire Department shall have the right to transfer employees

within the Fire Department in a manner most advantageous to the City.

The City, Chief of the Fire Department, and the Police and Fire Commission shall retain all rights and authority to which, by law, they are entitled.

The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government, providing it meets with the approval of the Common Council upon transfer, all agreements are terminated, including this Agreement, as pertaining to personnel of the Department affected by the transfer.

The Union recognizes that the City has Statutory and Charter rights and obligations in contracting for matters relating to Municipal Operations. The right of contracting or subcontracting is vested in the City.

All Fire Department Employees, hired after January 31, 2016 shall reside within a 15-mile radius of the jurisdictional boundaries of the City of Merrill, WI no later than 60 days after completion of their probationary period.

The Union pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Fire Department and the Firefighters shall be exclusively the right to the City and the Chief of the Fire Department, unless otherwise provided by the terms of this Agreement as permitted by Law.

ARTICLE 4 - UNION SECURITY

The City agrees to deduct the employee's Union dues from the firefighter's check each month upon written authorization to do so by the individual employee. The amount of such dues to be determined by the Union and the appropriate deduction amount for each union member shall be transmitted to the Payroll & Benefits Coordinator prior to any deductions being made by the City. Said dues shall be paid to Local #847, the International Association of Firefighters, AFL-CIO.

The City agrees to allow two members from the Union time off with no loss of pay to attend an in-state event annually to be selected by January 31st of that year; said two members shall not be members of the same shifts. Any overtime occurring from the event shall be paid for by the City.

Union meetings held at the Fire Station shall be held after 7:15 a.m.

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

The City agrees to provide bulletin boards for the Union's use and erect them in locations to be agreed upon for posting notices regarding Union affairs, restricted to notices of Union meetings, activities, and notices concerning bona fide Union activities such as cooperatives, credit union and unemployment compensation information, and other notices concerning Union affairs which are not political or controversial in nature.

The City will retain ownership of the bulletin boards and in the event the Union fails to remove material in violation of this Article, the City reserves the right to remove such bulletin boards.

ARTICLE 5 - SUSPENSIONS AND DISMISSALS

All newly hired permanent employees shall be considered probationary for a period of one (1) year from their date of employment with the Merrill Fire Department, or an additional six months after the employee has obtained a State of Wisconsin Paramedic License. Probationary employees may be discharged upon just cause.

In the event that the Common Council determines that it is necessary to reduce the Fire Department personnel, the employees with the least seniority will be laid off first. No new employees shall be hired until all laid-off employees have been given the opportunity to return to work.

ARTICLE 6 - HOURS

The City agrees to allow changes in work days or hours between members of the Department. Written notification must be given to and approved by the Chief of the Fire Department, or his designee, provided the employee substituted is of the same rank or equally qualified. The City shall not be liable for compensation due to exchange of hours or failure of an employee to report for work.

The work week for the Merrill Fire Department shall be averaged over a 52 week period to a 56-hour duty week. The schedule shall operate based on a 48/96 hour work schedule.

Monday through Friday, the standard Duty Hours are from 07:00 to 16:30. On Saturdays and Sundays the standard Duty Hours are from 07:00 to 14:30. On Holidays (as designated in Article 13 – Holidays) the standard Duty Hours are from 07:00 to 11:30. The typical lunch period will be from 11:30 – 13:00 hours.

All remaining hours will be Stand-by time. Stand-by time is defined as that period during which employees are in a ready state for emergency calls. During this period of time, standard work assignments shall be limited to those maintenance duties which are essential for response to calls for service and station safety including morning and evening chores.

ARTICLE 7 - SALARIES

See Appendix "A" attached.

ARTICLE 8 - RECALL TIME/COMPENSATORY TIME

RECALL TIME:

Recall time is defined as anytime an off-duty firefighter is called in to work, or held over beyond their normal workday, until relieved, including scheduled overtime.

The City shall pay recall time at the rate of one and one-half times the employees' regular rate of pay, as per schedule, for all hours worked outside of the employee's regularly scheduled work day. The following premiums shall apply:

- A. Employees called in for transfers and emergency recalls shall receive additional pay of two (2) hours straight time for the call.
- B. Employees called in for other purposes shall receive additional pay of two (2) hours straight time for the call.

Overtime shall be rounded up or down to the nearest quarter hour.

Employees held over on emergency call occurring at shift exchange shall be compensated only for actual time worked rounded up to the nearest quarter hour. The two hour call time premium shall not apply to training, staff (officer) meetings, and department meetings.

COMPENSATORY TIME

The parties agree that compensatory time be given in lieu of overtime payment at the discretion of the employee as provided in this section. If compensatory time is given, the same shall be at the rate of time and one-half, along with the said conditions of two (2) hours straight time for the call.

Compensatory time may be accumulated up to a maximum of 96 hours and a maximum of 48 hours annually may be paid out by December 15th. In addition, a maximum of 48 hours of compensatory time may be carried over into the following year.

Compensatory time may only be used in increments of 1/4 hour increments and any part of an hour shall be rounded to the next quarter-hour. i.e. If a firefighter took off of work from 07:00 to 08:15 it would count as 1 ¼ hours in "comp time". Furthermore compensatory time may only be utilized when the said shift working remains at 5 or more personnel while the "comp time" is being used. The fifth man may include Battalion Chiefs. Once compensatory time has been approved by the Fire Chief or his designee it cannot be revoked for any reason, unless the employee voluntarily agrees to reschedule his time at the request of the Fire Chief or his designee. The Fire Chief shall also have the right to call people in off of their compensatory time for emergencies as determined by the Fire Chief. Employee will be reimbursed his/her remaining compensatory time plus be compensated for recall time and either the overtime rate or compensatory time.

Compensation time may only be picked after all vacation and/or Kelly days have been offered to be scheduled by the entire shift, once all shift members have been offered their chance to pick all vacation and/or Kelly days. If an employee voluntarily "passes" or "holds" Kelly days, Compensation Time may then be picked. After the vacation schedule has been established all "carried over" comp time may be selected by seniority in a similar fashion as vacation picks. After all employees "carrying over" comp time have been given the opportunity to utilize their "carry over" time, all other accumulated comp time shall be given on a first come basis, with a written request to the Fire Chief or his designee.

The Fire Chief shall post individual compensatory hours used and accrued and total available on a monthly basis. The above shall be posted on the seventh work day of the month, by the Fire Chief.

FLSA pay shall not be reduced, when an employee utilizes compensatory time.

ARTICLE 9 - PAY PERIOD

All salaried payroll checks shall be issued bi-weekly.

Holiday pay and other monies, in addition to regular earnings, shall be noted on the employee's paychecks.

ARTICLE 10 - LONGEVITY

The City shall pay the following longevity payments:

After five (5) years of continuous service, \$2.25 per month of paid services retroactive to the first day of employment.

Longevity payments will be paid around the first of December of each year.

Retiring employees shall receive payment for longevity prorated on the basis of the percentage of calendar years served at the time of retirement.

Longevity shall not be included in base pay for purposes of computing overtime or holiday pay.

ARTICLE 11 - VACATIONS

The vacation policy for the Fire Department shall be as follows:

One (1) year of service 6 hours/month, total 72 hours/year
Two (2) years of service 10 hours/month, total 120 hours/year
Seven (7) years of service 16 hours/month, total 192 hours/year
Twelve (12) years of service . 20 hours/month, total 240 hours/year
Eighteen (18) years of service 26 hours/month, total 312 hours/year

1. The Fire Chief shall establish the vacation posting schedule and Procedure for posting. The Fire Chief shall have the right to block out any days due to training when personnel are sent to such training, due to absence of personnel due to required summer military service. Such blocking shall be for the shift or shifts affected. The Fire Chief shall also have the right to call people in off of their vacations for emergency reasons.
2. After the schedule has been posted, all employees, except the Fire Chief, and other non-24hr. shift employees who are eligible for vacation shall indicate on the posting board their choice of dates, which choices shall be posted no later than January 31st. The choice shall be made strictly on the basis of seniority.
3. There shall not be more than (1) bargaining member employee and/or Shift Commander out on each shift on vacation at any time
4. The bargaining member employees, except the Fire Chief and other non-24hr. shift employees shall select their vacation strictly by seniority, as follows:
 - (a) On the first round, the employee is entitled to select up to, but not more than, five (5) days of vacation, which must be consecutive and may not be split into two (2) separate time periods.
 - (b) On the second round and all succeeding rounds of vacation selection, the same procedure shall apply.
5. Vacation carryover policy shall reflect City policy as attached as Appendix B.

6. Due to accrual posting, a negative balance may occasionally appear on the employee records. This negative balance should never be greater than 48 hours at any time.

7. New employees shall not be eligible for vacation benefits until they have completed six-months of service.

8. Each year on or before October 15th the employer shall post the shifts.

9. All employees with at least one (1) year of service will be allowed one Kelly Day per year. This Kelly day may be picked any time after vacations are picked. Such approval will not be unreasonably withheld. A 2nd Kelly Day will be allowed after 18 years of service.

ARTICLE 12 - UNIFORMS

The City agrees to provide a clothing allowance in the amount of \$500.00 per firefighter per year, paid in a lump sum each year in January. Newly hired firefighters shall receive an additional one-time \$350 allotment. If new employees quit or do not finish out the first full year, the uniforms shall be the property of the City.

The annual clothing allowance shall be prorated for new employees based upon the number of full months remaining in the year of hire.

The City agrees to furnish turnout gear including boots, turnout coats, bunker pants, gloves, helmets, hoods, and Department badges and dress hat.

ARTICLE 13 - HOLIDAYS

All employees shall be granted ten and one-half (10 1/2) paid holidays. The actual date the holiday falls on will be recognized as the paid holiday. The legal holidays are as follows:

December 24	New Year's Day
One-half day for December 31	Memorial Day
Christmas Day (December 25)	Labor Day
Independence Day (July 4)	Easter
Friday (following Thanksgiving Day)	Thanksgiving Day
Good Friday	

These holidays shall be compensated at the rate of one (1) regular days pay. A regular days pay shall be calculated as follows: Annual salary divided by 165 daily rate. Example: \$16,000.00 divided by 165.00 = \$96.97 per day. Holiday pay is to be paid monetarily. Holiday pay is to be paid around December 1.

ARTICLE 14 - SICK LEAVE

A. Sick leave shall be administered by the Fire Chief.

Sick leave shall accumulate at the rate of one (1) day for each month of service in the calendar year and may be accumulated to an unlimited number of hours. Sick leave shall be utilized as attached as Appendix C.

B. Employee to notify supervisor.

Any employee who is not available for work shall notify the firefighter's supervisor at least 60 minutes prior to the commencement of the firefighter's shift of duty of such unavailability. Upon the firefighter's first failure to so notify the firefighter's supervisor of the firefighter's unavailability, a reprimand shall be noted in the employee's file. In the event an employee accumulates a second failure in a three (3) year period, that employee shall forfeit one-half (½) day pay, as calculated on the basis on the firefighter's annual salary divided by 2920 hours multiplied by 12. In the event an employee does not accumulate a second failure in a three (3) year period, any reprimand occurring more than three (3) years prior shall be removed from the file of the employee, and the employer will destroy any record of reference to said reprimand.

C. Accrued sick leave credit.

All employees covered by the agreement who actually retire from the City service and apply within sixty (60) days of the last day paid for a retirement annuity from the Wisconsin Retirement Fund shall have their sick leave credits from the time of retirement converted to a monetary value which the City shall deposit in Post-Employment Health Plan (PEHP).

Upon retirement the City shall deposit the employees accumulated, unused sick leave (1300 hours maximum) calculated as per current fire department formula (52 weeks x 40 hours per week = 2080 hours Base wage divided by 2080 hours = hourly rate. Hourly rate x 1300 sick leave hours = Dollar amount to transfer to PEHP).

If an employee retires before his/her 62nd birthday, but after his/her 50th birthday with adequate years of service, the employee may then remain a member of the City's insurance group until age sixty-five (65). Retired is defined for purposes of this section, as drawing a monthly pension check from the Wisconsin Retirement Fund. The employee shall be responsible for the entire premium as charged to the City for such insurance; the amount will be deducted from the total amount due the employee from the funds available from the converted sick leave accumulation.

The maximum number of hours an employee will be entitled to so convert is a total of 1300 hours.

D. Sick Leave Credit:

Firefighters shall receive one personal (Kelly) day off when the firefighter does not use sick leave during a calendar year and after twenty (20) years of service will receive two Kelly days off when the firefighter does not use sick leave during a calendar year. Said Kelly day(s) will be granted in the year following the year in which it was earned.

E. Donation Of Time:

Firefighters will be allowed to donate vacation time, Kelly days, and/or comp. time to other

firefighters who have exhausted their sick leave and are in need of additional time off.

ARTICLE 15 - FUNERAL LEAVE

Funeral leave shall be utilized as per City policy as attached as Appendix D.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Request for leave of absence without pay for justifiable reasons shall be made by written application on a form provided by the Personnel Director and be submitted at least two (2) days prior to the anticipated leave.

- A) For a leave not to exceed three (3) consecutive work days, the firefighter's request shall be made to and approved by the Fire Chief.
- B) For a leave in excess of three (3) work days, the firefighter shall make the firefighter's request to the Personnel Director after notifying the Fire Chief.

Failure to comply with the requirements of this Article shall result in disciplinary action.

The Fire Chief or Officer in charge may grant emergency leaves of short duration for matters of urgent nature.

A maximum of two (2) members of the Bargaining Committee who are on duty when a meeting between the City and Union is called shall be permitted to attend with no loss of pay.

Any employee entitled to vote in any public election shall be afforded time to do so in accordance with the provisions of Wisconsin Statutes.

ARTICLE 17 - MILITARY SERVICE LEAVE

The procedure for administering Military Leave will follow the City Employee Handbook.

Handbook language: The City of Merrill recognizes and appreciates any City employee who elects to serve their country in the United States Armed Forces (Army, Air Force, Navy, Marines, or Coast Guard including Reserves). Employees should notify their respective department head as soon as possible with training dates or notice of active duty and/or deployment. The City intends to keep the employee whole during training and active duty; therefore they will continue to pay the employee their regular pay in compliance with any and all respective laws. The employee is not required to use leave time for military service. However, the employee's earnings will be reduced by the amount they are paid from the military on the dates they would have otherwise been scheduled to work for the City. The employee is responsible for submitting a copy of their Leave and Earning Statement (LES) to the Payroll & Benefits Specialist at City Hall in a timely fashion, so their military pay amount can be subtracted from future payrolls. The City will determine military pay reduction by taking employee's base pay and dividing it by the number of military days on the respective LES. The daily military amount figured above will be multiplied by the number of missed work days. If the employee leaves employment with the City prior to submitting their LES, the City will withhold any potential payouts to the employee until respective their LES are submitted. Employees may request an unpaid leave of absence for military service consistent with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE 18 – WORKER’S COMPENSATION

It is expected that members of the Fire Department shall exercise sound safety practices in the performance of their duties. However, the nature of emergency duties, when protecting the interests of the general public, may place them in unforeseen and/or unpredictable hazardous situations. Therefore, the members of the Fire Department who contract a disease or are injured while on duty are covered.

The City also agrees that if a firefighter is hurt on the job or contracts an employee related disease, the City will pay the difference between the worker’s compensation and the firefighters pay providing the employee has sick leave credits, and such time be counted against the firefighter’s sick leave as it is covered under worker’s compensation.

In cases involving third-party liability, Chapter 102.29 of the Wisconsin Statutes will apply.

ARTICLE 19 - INSURANCE

A. Health Insurance

For 2022 Firefighters shall pay 11.00% of the health insurance premiums as an employee contribution. For 2023, effective December 28, 2022, the Firefighters shall pay 11.5% of the health insurance premium if the premium to the City increases by 6% or less, and 12.00% if the premium increase to the City is greater than 6% and up to 12%, and 12.50% if the increase in premiums to the City is greater than 12%. If the premium for non-union employees remains at 11.00% in 2023, the same rate shall apply to union personnel.

The Employee shall be responsible for the single or family annual deductible.

The City shall contribute the same amount in HSA accounts for fire union personnel, single and family plans as that contributed for non-union employees or other union employees.

Notwithstanding Article 19 – Insurance (portions of which the parties acknowledge is a prohibited subject of bargaining), the design and selection of the health care coverage plan will be determined by the City in accordance with the provisions of 2011 Wisconsin Acts 10 and 32 and the statutory language it created in Wis. Stat. 111.70(4)(mc)(6). In the event this statutory language is amended, repealed or otherwise declared invalid such that the issues addressed in Article 19 are no longer prohibited subjects of bargaining prior to the expiration of this agreement, the design and selection of the health care coverage plan shall be made in accordance with the language of this article.

B. Life Insurance

The City agrees to pay its share of the cost, and in addition, one hundred percent (100%) of the employee’s contribution in the State Life Insurance Program based on annual earnings. An employee not wishing to participate in the life insurance program must sign a waiver of insurance form available in the Clerk-Treasurer’s Office. The City shall pay the premium for double the amount of coverage.

C. Wisconsin Retirement

All employees shall pay the entire employee required share to the Wisconsin Retirement Fund, equal to general municipal employees.

ARTICLE 20 - LOSS OR DAMAGE

Employees shall not be charged for any loss or damage of City owned property or material unless clear proof of negligence or maliciousness is shown.

ARTICLE 21 - GRIEVANCE PROCEDURE

Definition of a Grievance:

The procedure under this Article provides an orderly meeting to present and settle grievances (not involving wage rates and hours of work as such) which may arise between the Union employees and the City, as to the meaning or application of or compliance with the provisions of this agreement. It is a further purpose of this grievance procedure to assure observance of the terms and work relationship set forth to this agreement. The Grievance procedure is available to the Union employee and is limited to matters covered by this agreement.

The purpose of the Grievance Procedure shall be to settle all grievances between Fire Department and Union employees or City and Union or any member thereof.

The steps of the procedure shall be as follows:

Step 1. The aggrieved member, with Union representation, shall within ten (10) days after the occurrence of the grievance (exclusive of Saturday, Sunday and Holidays), meet with the Officer on duty at the time of the alleged grievance. Such grievance shall be submitted in writing. If said meeting and discussion does not resolve the matter within ten (10) days...it may proceed to the next step.

Step 2. If the grievance is not settled at the first step of the grievance procedure, the grievance shall be represented in writing to the Fire Chief. The Fire Chief shall, within ten (10) days (Saturday, Sunday and Holidays excluded), hold an informal meeting with the aggrieved employee, the Officer in charge, and Union representatives. If the grievance is not resolved to the satisfaction of all parties within ten (10) days (Saturday, Sunday and Holidays excluded), either party may proceed to the next step.

Step 3. If the grievance is not settled at the second step of the grievance procedure, the Union, within ten (10) days (Saturday, Sunday and Holidays excluded), shall submit the determinations made to the City Administrator. The grievance shall be submitted in writing and the City Administrator shall meet with Union representative and any parties involved in relation to the facts surrounding said grievance to make a determination of said grievance.

Step 4. If the grievance is not settled at the third step of the grievance procedure, the Union, within ten (10) days (Saturday, Sunday and Holidays excluded), shall submit the determinations made to the Personnel & Finance Committee. The grievance shall be submitted in writing and the Personnel & Finance Committee shall meet with Union representative and any parties involved in relation to the facts surrounding said grievance to make a determination of said grievance.

Step 5. If the grievance is not settled at the fourth step of the grievance procedure, the Union, within ten (10) days of the meeting of the Personnel & Finance Committee, shall submit the

grievance to an arbitrator. The arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision of the arbitrator will be final and binding on all parties except for judicial review. The cost of the arbitrator will be borne equally by the City and the Union.

The City and the Union may waive any of the steps of the grievance procedure pursuant to mutual agreement.

The Union may appoint representatives of the Union and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City will allow the representatives the necessary time to process grievance during the course of the duty day, as long as it does not interfere with their regular work responsibilities.

ARTICLE 22 - TEMPORARY SUPERVISION

A pool of six (6) members established by criteria created by the Fire Chief, all other things being equal seniority shall prevail, excluding Shift Commanders consisting of Firefighters with at least five years seniority shall be established. Said members shall meet the criteria set by the fire chief, with criteria to be posted on the back board. Chief will also post the procedure used to select TS from "unqualified" applicants if not enough "qualified" applicants apply. This pool of employees shall be eligible to work in the temporary position of supervisory capacity in the absence of such permanent officer of a shift. Any firefighters acting as such officers shall be responsible for all the normal duties of that officer, and shall be responsible for the professional performance thereof and receive certification pay of \$200.00 annually. This pay will be received in the first pay period after successful completion of the course for the first year and with clothing allowance in the successive years. Those individuals serving in a supervisory capacity in the absence of regular supervisory personnel shall be compensated for at the rate at the difference between a Firefighter/Paramedic and Battalion Chief when serving in that capacity.

ARTICLE 23 - AMENDMENT PROVISIONS

This agreement is subject to amendments, alterations, or additions only by subsequent written agreement between and executed by the City and the Union where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 24 - SAVINGS CLAUSE

If any article or section of this agreement or any addendum thereto should be held invalid by operation of Law or by any tribunal competent jurisdiction or if compliance with or enforcement of any article or section should be retained by such tribunal, the remainder of this agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 25 – EDUCATIONAL/TRAINING BENEFITS

Firefighters with at least one (1) year of service shall receive pay for an educational incentive program. Credits earned by Firefighters under this incentive must be toward an associate degree (or better) in Fire/Public Service/EMS Administration, Fire Prevention Technology, Fire Science, Education or other related accredited programs. The City will pay Firefighters on the following schedule:

Half completion of an associate's degree (minimum of 30 credits):	\$15 per month
Completion of an associate's degree (minimum of 60 credits):	\$30 per month
Completion of a Bachelor's degree (minimum of 120 credits)	\$60 per month

In order to receive the monthly benefit provided for under this Article, the degree course work must be offered by an accredited technical college or university. In addition the employee must obtain a pass grade for a pass/fail course of a "C" grade or better for a graded course to receive credit for the course work. Payments of benefits under this Article shall be made in a single lump sum payment annually (i.e., \$180 for a ½ an associate's degree; and \$360 for a full associate's degree as provided above). Said payments shall be made no later than April 1 of each year and shall be based on credits obtained as of December 31 of the previous year. Proof of credit completion shall be based on an official transcript from the institution(s) granting the credit.

A. Mandatory Training:

The City will pay for mandatory training. Mandatory training is anytime an employee is required to attend a class, training session or conference in order to maintain current rank, license or any other reason mandated by the Chief or the City. Class time will be paid at the overtime rate, if applicable, and enroute travel time will be paid at the straight-time rate. At the discretion of the employee, compensation may be at the overtime rate or compensatory time. The City will notify employees a minimum of 14 days prior to the training and will include an alternative date for training as not to require employees to attend if on vacation, Kelly days, comp-time, family leave or sick days. If an alternative date cannot be accommodated, said employee would not be required to attend training, unless license requirement is compromised. All training will include reimbursement for books, class fees/tuition, class time, and, mileage. Meals and lodging will be reimbursed if further than 50 miles from the Fire Station. If city vehicle is available it shall be used.

B. Approved Training:

The City will pay for approved training, approved training will include seminars, conference and educational classes which are professionally related in accordance with the Fire Chief. Once training is approved by the Fire Chief, said employee(s) cannot be recalled for duty if notified less than seven (7) days from the date of training. The Department will provide duty time coverage; no duty trades shall be required. Comp-time at the straight time rate shall be paid to the attendee for off duty attendance. Registration fees, lodging, meal reimbursement, and travel costs may be paid by the Department according to city policy.

C. Voluntary Training:

Defined as those training opportunities, which the Firefighter may attend on a voluntary basis. The Department may provide duty time coverage depending upon manpower availability; a duty trade may be required. No overtime shall be paid to the firefighter for off-duty attendance. Registration fees, lodging, meal reimbursement, and travel costs may be paid by the department according to city policy.

Final Determination of the level of the training shall be the responsibility of the Training Officer/Fire Chief based upon available funds.

Certification Pay For maintaining current EMT Technician Certification, each firefighter shall receive \$100 annually pursuant to above schedule. For maintaining current EMT-Paramedic, each EMT – Paramedic shall receive \$500. Annual certification pay shall be prorated for new employees based upon the number of full months remaining in the year of hire.

For maintaining current Driver/Operator (D/O) – Pumper Certification, Paramedic/Firefighter will receive \$339.09 in 2022 only and Firefighter/EMT \$316.87 in 2022 only.

For maintaining current Driver/Operator (D/O) – Aerial Certification, Paramedic/Firefighter will receive \$339.09 in 2022 only and Firefighter/EMT \$316.87 in 2022 only.

ARTICLE 26 - COURT TIME

Firefighters that are authorized by the Fire Chief, the Fire Chief's designee, or have been subpoenaed, will be paid for the court time and for deposition at the rate of time and one-half of the employee's normal hourly rate. This overtime rate will only be paid if said firefighter must appear in court when he or she is off duty and when the City of Merrill or the State of Wisconsin are parties to the law suit. Overtime shall be paid to retirees required to attend Court.

ARTICLE 27 - NO OTHER AGREEMENT

The City agrees not to enter into any other agreements, written or verbal, with firefighters individually or collectively which in any way conflicts with the provisions of this agreement.

ARTICLE 28 - DURATION

This agreement shall be effective as of January 1, 2022, and shall remain in full force until its expiration date, December 31, 2023.

A) On or before July 15, 2023, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

B) Negotiations shall begin as close to August 15, as a mutually agreeable date can be set (this may be extended by the parties) and will attempt to reach an agreement by October 15, however, this date can be extended by mutual agreement.

C) If a satisfactory agreement cannot be reached by October 15, or shortly thereafter, it is agreed the parties will proceed to mediation provided by the Wisconsin Employment Relations

Commission.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this agreement as above provided, this agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE 29 - SEVERANCE PAY

Severance pay will be paid for a period of 60 days if the City lays off any personnel permanently.

ARTICLE 30 - INSTRUCTOR PAY

At the discretion of the Fire Chief, up to six (6) members within the Department shall receive instructor pay of \$500.00 per year for conducting training programs for the public and City employees during the instructor's normal working hours. Instructors shall consist of up to three (3) Emergency Service Instructors with the remaining positions to be filled by Certified CPR/First Aid Instructors by criteria established by the Fire Chief, all other things being equal seniority shall prevail, if no member volunteers the least senior members shall fill the open instructor positions. An individual is only eligible for one certification pay of \$500.00 per year.

ARTICLE 31 - SPECIAL SERVICE RATE

Merrill Firefighters Local 847 understands the importance of providing Emergency Services during special events within the City of Merrill or Lincoln County. To that end, Local 847 agrees to a Dedicated Standby Service rate per Appendix A for their members, with a three hour minimum, per event within the prescribed service area. Local 847, for the benefit of the community, agrees to waive the standard call time payment. The contracting entity must give 72 hour notice of the date, times and location of the event. This special service pay rate shall increase during the term of this contract at the same rate as regular hourly pay. When a firefighter signs up for a special service event, the firefighter is committed to work the special event. In the event that he can't work the event, it is the firefighter's obligation to either fill that spot himself or find someone to fill that duty. No off-duty Union member shall be forced to provide standby service.

ARTICLE 32 - RELEASE TIME - TRAINING

Whenever the Merrill Fire Department is staffed with a crew of six (6) or more personnel, crew member(s) shall be released to attend job related training as approved by the Fire Chief. Release time shall be awarded on the basis of seniority with the most senior employee/student given the first option to claim release time. Once scheduled, release time may be revoked by the Fire Chief with at least 24 hours advanced notice or at any time in the event of an emergency.

ARTICLE 33 - PROMOTIONS

Promotions within the Union shall be made in accordance with the Fire Chief's recommendation of the most senior qualified candidate. The Fire Chief has the right to determine qualifications.

ARTICLE 34 - RIGHT OF FIRST REFUSAL

Union employment opportunities involving overtime called in from the twelve (12) hour call list and stand-by list shall be offered to Union employees first, then the offer may be extended to a

nonunion employee. Nothing in this article shall be construed to require the employer to fill a vacancy or otherwise employ anyone.

ARTICLE 35 – NEW EMPLOYEES

Newly hired employees agree to remain with the Merrill Fire Department for three (3) years or more. During that period of time, the Merrill Fire Department will commit to providing the employee with the required training and all other benefits provided by the existing labor contract. Additional specialized training will also be provided, as deemed necessary by the Chief of the Fire Department.

If employment with the City of Merrill Fire Department is voluntarily terminated prior to the completion of the three (3) year period the employee hereby agrees to repay the City of Merrill costs associated with outside training received, all equipment issued that cannot be reused, and all costs associated with the hiring of the employee, such as the cost of a background check, drug screening, medical costs, physical and psychological expenses, written examination and clothing allowance.

The repayment shall be pro-rated over the course of the three year period based on the following schedule. If the employee leaves voluntarily during the first year of employment they shall repay all costs. If the employee leaves voluntarily during the second year of employment the employee shall repay two-thirds of the costs. If the employee leaves voluntarily during the third year of employment the employee shall repay one-third of the costs. The repayment of costs will be pro-rated based upon the date of issuance in one year increments.

ARTICLE 36 – PEHP PLAN

The City of Merrill agrees to participation in the Life Insurance and Health Plan for Collectively Bargained Public Employee (variable employee benefit agreement – “Plan”); the City will contribute the following into each bargaining unit employee’s account:

Paramedic/Firefighter \$20.00 per pay period, plus an additional annual contribution of \$575.77, which consists of the 2015 daily rate (\$475.77) plus \$100.00.

EMT/Firefighter \$20.00 per pay period, plus an additional annual contribution of \$529.12, which consists of the 2015 daily rate (\$429.12) plus \$100.00.

ARTICLE 37 – RECALL FOR DUTY PROGRAM

RECALL PROGRAM

1. All Firefighters will provide, regularly carry, and maintain a cellular telephone. The cellular telephone number will be provided to the Fire Chief or his designee. All Firefighters will notify the Fire Chief or his designee of any changes in that telephone number. All Firefighters are expected to carry the cell phone to receive notifications and respond to the Recall for Duty Program when able.
2. Effective January 1, 2022, Firefighters shall receive pay for cell phone use at the rate of 25.00 per month and effective January 1, 2023 Firefighters shall receive pay for cell phone use at the rate of \$27.50 per month.

3. Said payments shall be made no later than April 1 of each year, and shall be paid with the Education/Training benefit.

Article 38 - Critical Care Paramedic (CCP) Certification

1. Members shall have the option to become and maintain a Critical Care Paramedic endorsement at their expense. With the CCP endorsement, the member shall receive an additional 2% increase in pay to the Paramedic/Firefighter rate. Said members may decide to discontinue endorsement at which time they would return to Paramedic/Firefighter rate.
2. This additional compensation is only available if the CCP level of service operations is supported by Lincoln County EMS Committee, if applicable, and the ambulance service medical director.

Article 39 - Tactical Emergency Medical Services (TEMS)

Joining the TEMS Team shall be a voluntary assignment. No on-duty members may attend training or be deployed, only off-duty members can attend training and deploy. Members willing to volunteer for TEMS service shall be compensated in the following manner:

1. All required TEMS training shall be considered Mandatory Training as listed in Article 25 of the contract.
2. Deployments of TEMS members shall be compensated at the appropriate overtime rate.
3. Compensatory time cannot be accrued by TEMS members for training or deployments, they must be paid overtime.

In the event there are more applicants than positions available, TEMS Team membership shall be selected by the most qualified members that volunteer to fill the positions. Lincoln County Sheriff Office may be used to help determine qualifications and select TEMS members.

Article 40 - Community Care Paramedic (CPP)

1. Off duty personnel are to be used for the first Community Paramedic Program (CPP) visit. The call for personnel should be issued immediately after the appointment is made for the first CPP visit is scheduled. If off-duty staff are not available, on-duty staff may be used.
2. Filling the request for off duty personnel will be handled per the current callback procedure used by the fire department.
3. Appointments will be scheduled in accordance with the duty day hours listed in Article 6 of the contract.

4. The City reserves the right to change administration of this program if they determine a more efficient and/or effective method is found. This could include, but not limited to, changes in financial support of the program, staffing, or educational requirements for CPP personnel.
5. This article will be removed at the completion of this contract.

ARTICLE 41 - LATERAL TRANSFERS

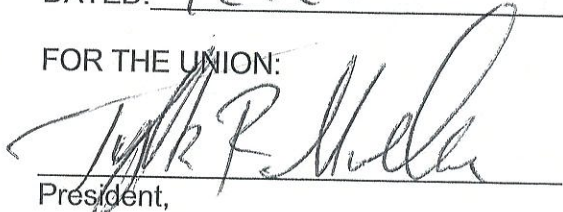
Firefighter/Paramedics hired after January 1, 2020 who possess substantially similar full-time experience may be eligible for lateral transfer benefits, as determined by the Fire Chief.

Credit for prior years of service will only be applied to the pay structure as referenced in Appendix A and the vacation accrual structure as determined by Article 11. No other benefits, especially a seniority advantage, may be granted with lateral transfer benefits. New hires receiving lateral transfer benefits may be given credit up to and for no more than 7 years of substantially similar full-time experience. In the case of existing employees, lateral transfer benefits shall never be retroactively paid for periods of time already lapsed. For each year of continued service, the lateral entry firefighter/paramedic shall progress within the pay and vacation schedule at the advanced rate, whenever applicable.

SIGNATURES:

DATED: 12-22-22

FOR THE UNION:



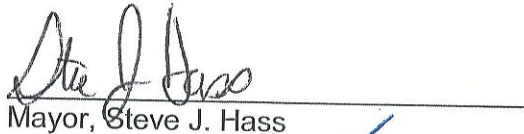
President,



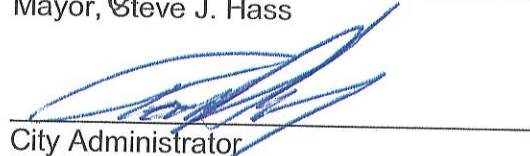
Vice President

DATED: 12/28/22

FOR THE CITY:



Mayor, Steve J. Hass



City Administrator

APPENDIX A

2022-2023 SALARY SCHEDULE

	12/20/2021	6/20/2022	12/19/2022	6/19/2023		
Increase	1.50%	1.00%	1.00%	1.00%		
Paramedic/Firefighter	\$68,834.97	\$69,523.32	\$70,218.55	\$70,920.74		
EMT/Firefighter	\$64,324.66	\$64,967.91	\$65,617.59	\$66,273.77		
Special Service Rate	\$30.50	\$30.81	\$31.12	\$31.43		

New Hire Schedule will be as follows:

A New Hire starts at 95% of wages of whichever classification they are assigned.

Upon completion of their probationary period, they shall receive 100% of wages of whichever classification they are assigned.

APPENDIX B

12-2-9 *Vacation Carry Over Limits*

Employees may carry over a maximum of 120 hours annually. Employees in the Police Department and Fire Departments work 42 hour and 56 hour work weeks respectively, resulting in a different carry over amount for those departments. Maximum carry over in the Police Department is 144 hours annually (excluding the Police Chief, Non-Union Investigators, and the Administrative Assistants). Maximum carry over in the Fire Department is 168 hours annually (excluding the Fire Chief, Battalion Chief of Administration and Administrative Assistant). The transition time to these carry over maximums will be as follows:

*Non-union personnel including Police and Fire Support Positions
Administrative, Professional Supervisory and Technical Personnel*

12-31-2017: No cap
12-31-2018: 160 hours may be carried over to the next year
12-31-2019: 120 hours may be carried over to the next year

*Police Department Employees (Excluding the Police Chief, Non-Union
Investigators and Administrative Assistants)*

12-31-2017: No cap
12-31-2018: 240 hours may be carried over to the next year
12-31-2019: 192 hours may be carried over to the next year
12-31-2020: 144 hours may be carried over to the next year

*Fire Department Employees (Excluding the Fire Chief, Battalion Chief of
Administration and Administrative Assistant)*

12-31-2017: No cap
12-31-2018: 280 Hours may be carried over to the next year
12-31-2019: 224 hours may be carried over to the next year
12-31-2020: 168 hours may be carried over to the next year

APPENDIX C

12-3 SICK LEAVE. Sick leave for all employees is accumulated at a rate of one work day for each month of continuous service.(prorated for part time employees except LTE employees) Upon termination of an employee, any accumulated sick leave is forfeited and not paid, except for retirement or employee death as provided below:

- 12-3-1 Sick leave is intended for the use of employees in the event of personal illness, bodily injury, exposure to a contagious disease, or in the event of an unexpected serious illness or accident involving a member of the employee's immediate family.
- (a) Immediate family is defined as spouse, child/step-child, spouses of children/step-children, parent, brother, sister, mother-in-law, father-in-law, or any person who is residing with the employee.
- Unpaid leave must be granted per Family Medical Leave Act (FMLA) eligible purposes.
- Sick leave can be used for doctor or dental appointments which cannot be scheduled during an employee's regular time off.
- 12-3-2 Newly hired employees are not eligible to use any sick leave until they have completed six (6) months of service.
- 12-3-3 A Department Head may require an employee to submit a medical statement, stating the specific illness, period of treatment, and date that the employee may return to work from sick leave when it occurs before or after a holiday or other scheduled days off, for sick leave in excess of three (3) days, or when an employee has a record of repetitious usage of short amounts of sick leave over an extended period of time. The Department Head may require an employee to take a medical examination upon returning from sick leave or on such occasions that it is in the best interest of the City. The medical examination is paid for by the City.
- 12-3-4 A Family Medical Leave Act (FMLA) leave request form must be completed upon the fourth consecutive sick leave day taken.
- 12-3-5 Employees who are going to be absent from duty for reasons which entitle them to sick leave must notify their Department Head or supervisor one hour before the start of scheduled work hours when possible.
- 12-3-6 The Department Head may investigate the alleged illness of an employee absent from work on sick leave. False or fraudulent use of sick leave may result in disciplinary action against the employee, up to and including dismissal.

- 12-3-7 Sick leave may be used in no less than one quarter hour units.
- 12-3-8 An employee who moves from one department to another by transfer, promotion, or demotion may have his/her total sick leave credits transferred to the new department.
- 12-3-9 Sick leave accumulation upon retirement is set at a maximum of the employee's total accumulated sick leave hours or 1,300 hours, whichever is less. Accumulated sick leave may be converted to a sick leave cash equivalent based on the employee's hourly rate at the time of retirement. The sick leave cash equivalent may be used to purchase health insurance coverage under the City's health insurance plan or as a cash payout.
- 12-3-10 Sick leave accumulation upon employee death before retirement is set at a maximum of the employee's total accumulated sick leave hours or 1,300 hours, whichever is less. Accumulated sick leave may be converted to a sick leave cash equivalent based on the employee's hourly rate at the time of death. The sick leave cash equivalent may only be paid as a cash payout to the estate of the deceased employee.
- 12-3-11 For purposes of this section, "retire" is defined as drawing a monthly pension or a lump sum payment check from the Wisconsin Retirement System (WRS). (Said payments do not include any separation benefits). Employees who retire for medical/disability reasons or when the WRS allows for early window period retirements shall not be subject to this restriction.
- 12-3-12 Upon retirement, employees eligible for a pension under the Wisconsin Retirement System may remain a member of the City's Group Health Insurance until the employee is eligible for Medicare. Said employee is responsible for the entire premium as deducted from the total amount due the employee from the funds available from the converted sick leave accumulation.
- In the event that the retired employee exhausts the converted sick leave benefit, the retired employee shall pay any future premiums one (1) month in advance, by the 10th of each month.
- In the event the retired employee dies, the surviving spouse may elect to continue such insurance coverage under COBRA. That coverage shall continue to be paid for until the accumulated sick leave is exhausted. In the event that the surviving spouse exhausts the converted sick leave benefit, the surviving spouse shall pay any future premiums one (1) month

in advance, by the 10th of each month.

12-3-13

Employees eligible for a cash payout must make an irrevocable election prior to retiring to accept either extended health insurance coverage or the cash payout. The sick leave cash equivalent is taxed in accordance with State and Federal law, as applicable. In the event that the retired employee leaves the City's health plan before exhausting the sick leave cash equivalent, or chooses not to remain a part of the City's health care plan after retirement, any amount in the retired employee's sick leave cash equivalent is forfeited to the City, provided that the employee was not eligible for a cash payout as provided above.

APPENDIX D

12-4 FUNERAL LEAVE. Funeral leave is granted to all full-time and part-time employees in accordance with the following provisions.

12-4-1 Immediate Family. In the event of a death in an employee's immediate family, an employee may be excused from work for up to three (3) working days without loss of pay to attend the funeral and to attend to matters of the estate.

- (a) Immediate family is defined as spouse, child/step-child, spouses of children/step-children, parent, brother, sister, mother-in-law, father-in-law, or any person who has resided with the employee immediately preceding the person's death.

12-4-2 Extended Family. In the event of the death in the extended family of an employee, the employee may request funeral leave from the Department Head, or if the employee is a Department Head, the City Administrator, and upon such request be granted funeral leave of up to one working day for attending the funeral.

- (a) Extended family includes the aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandchildren, and grandparents.

12-4-3 Attendance other than Family. Employees wishing to attend the funeral other than a family member not listed above must use earned vacation.