

2021-2023

CONTRACT

OSHKOSH FIRE DEPARTMENT CHIEF OFFICERS

AND

CITY OF OSHKOSH

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The City of Oshkosh recognizes the Oshkosh Fire Department Chief Officer Association as the exclusive meet and confer agent for the purposes of negotiating wages, hours, and conditions of employment pursuant to Wis. Stat. § 111.70(8)(b).

ARTICLE I

WORK WEEK

Chief Officers are management personnel and are charged with the responsibility of controlling and directing subordinate personnel in executing their specified assignments.

Chief Officers designated as Battalion Chiefs are assigned to shift supervision and/or a battalion and Chief Officers designated as Division Chiefs are assigned to supervise a division and/or specific functional area.

Assignments for Chief Officers will be at the discretion of the Fire Chief, or designee, based on the needs of the organization.

Shift Coverage:

At the discretion of the Fire Chief, or designee, in the event a vacancy occurs with a Battalion Chiefs' assignment for a shift due to a non-scheduled absence with less than twenty-four (24) hours' notice to the Fire Chief, or designee, an hourly wage (hours worked x hourly rate based on a 52 hour workweek) will be paid for hours worked to the Chief Officer filling the vacancy. Chief Officers may split the shift as approved by the Fire Chief, or designee. A seniority/hours-driven roster will be used to fill the position. The hours will be reset on January 1 of each year.

ARTICLE II

PAY POLICY

All employees shall participate in the direct deposit payroll system.

Chief Officers shall be compensated within the pay range as set forth in Schedule "A", attached hereto and made a part of this Agreement.

For the purpose of calculating payment for any accrued benefit hours, such as paid holidays and separation benefits, including unused vacation and sick leave hours, the hourly rate shall be computed as follows for all chief officers:

$$\frac{\text{employee bi-weekly rate} \times 26 + \text{annual longevity}/26}{104}$$

ARTICLE III

MEDICAL BENEFITS PLAN AND LIFE INSURANCE

Medical Benefits Plan

The Employer shall provide health coverage.

Health Risk Assessment (HRA): Employee participation in the City's Health Risk Assessment (HRA) program is voluntary. To receive the preferred premium contribution rate, the employee must participate in the HRA. Participation by the employee's spouse in the HRA is encouraged but not required. Participation in the follow-up coaching program is recommended and is offered on a voluntary basis.

The City reserves the right to offer an HRA and select the HRA administrator in its sole discretion. The City shall pay for the costs to provide the HRA. In the event the City elects to discontinue the HRA program, employees shall contribute the preferred employee health insurance rates.

The City shall not be entitled to nor shall it receive individual participant HRA reports or information. The information received by the City concerning the HRA of participants shall be limited to an aggregate summary report which does not include individually identifiable information.

Health Insurance Employee Contributions:

A. Employee contributions for PPO with HRA:

Effective January 1, 2021, employees will contribute up to 12% up to a maximum of \$153.98 per month towards single; \$288.77 per month towards dual and \$356.14 per month toward the family premium equivalents.

B. Employee contributions for PPO without HRA:

Effective January 1, 2021, employees will contribute up to 15% up to a maximum of \$192.48 per month towards single; \$360.96 per month towards dual and \$445.18 per month toward the family premium equivalents.

Note: Health insurance premium contributions are actually made one month prior to the effective dates shown.

Dental Insurance

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

Life Insurance

The Employer shall pay 100% of the premium of the State's Group Basic Life Insurance Policy. Other amounts of coverage for the employee and spousal and dependent coverage shall be available to the employee at their own expense.

ARTICLE IV

INCOME CONTINUATION INSURANCE

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

ARTICLE V

AUTHORIZED ABSENCE

Vacation

Each employee shall be granted vacation leave based on calendar years of service and the employee's normal work schedule, in accordance with the chart below. Vacation leave may be utilized for absence of any scheduled work hours, provided the employee obtains prior approval in accordance with department policy. Those employees completing their first, fifth, seventh, fifteenth, and eighteenth years of service, shall earn their vacation for that year on a prorated basis.

On separation, all unused vacation time shall be converted to the amount of hours needed under the 56 hour schedule, to equal the same number of consecutive calendar days off as under the work schedule it was earned. This amount, along with any prorated accrual, shall be paid out on separation.

Service	Work Schedule	Vacation Credit
1 YEAR	56 HR/WEEK 24 HR SHIFTS	144 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	144 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	144 HR
	40 HR/WEEK (5x8 HR DAY WK)	112 HR
	40 HR/WEEK (4x10 HR DAY WK)	120 HR
5 YEARS	56 HR/WEEK 24 HR SHIFTS	192 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	184 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	160 HR
	40 HR/WEEK (5x8 HR DAY WK)	144 HR
	40 HR/WEEK (4x10 HR DAY WK)	150 HR
7 YEARS	56 HR/WEEK 24 HR SHIFTS	216 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	208 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	192 HR
	40 HR/WEEK (5x8 HR DAY WK)	160 HR
	40 HR/WEEK (4x10 HR DAY WK)	160 HR
15 YEARS	56 HR/WEEK 24 HR SHIFTS	288 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	272 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	240 HR
	40 HR/WEEK (5x8 HR DAY WK)	208 HR
	40 HR/WEEK (4x10 HR DAY WK)	210 HR
18 YEARS	56 HR/WEEK 24 HR SHIFTS	360 HR
	52 HR/WEEK 24 HR AND 8 HR SHIFTS	336 HR
	48 HR/WEEK 24 HR AND 8 HR SHIFTS	312 HR
	40 HR/WEEK (5x8 HR DAY WK)	264 HR
	40 HR/WEEK (4x10 HR DAY WK)	270 HR

ARTICLE VI

SICK LEAVE

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

Chief Officers shall receive an unlimited accumulation of sick leave with pay, at the rate of one (1) working day for each month of service. Those Chief Officers working a 40 hour per week schedule shall accumulate 10 hours per month. All other Chief Officers shall accumulate 24 hours per month.

Chief Officers may use sick leave with pay for absence necessitated by injury or illness, or exposure to contagious disease when confirmed by a physician. In order to qualify for sick leave payment, an employee must:

- a. Report the absence to the Chief prior to the start of each work day.
- b. Keep the Chief informed on the condition if the absence is more than one working day.
- c. Submit a doctor's certificate for such absence upon request of the employer. The certificate must state the kind and nature of sickness or injury and whether the employee has been incapacitated for such period of absence.
- d. Apply for such leave according to the procedure established by the Employer.

It is recognized that the serious injury or illness of the spouse or child of the employee may adversely affect the ability of the employee to perform the duties efficiently and may necessitate the use of sick leave. Any leave granted for reasons listed in this subsection shall be subject to the general sick leave provisions with approval of the Fire Chief, or designee.

In addition to the employee's right to accumulate sick leave without limitation, unused accumulated sick leave without limitation, up to 2400 hours shall be paid at 45% the employee's rate in effect at the time of death, disability, or for those employees who retire at qualified WRS retirement age or older. Maximum payment is 1080 hours, at the normal hourly rate in effect. For calculation of the payment due Chief Officers, the accumulated unused sick leave shall be converted to reflect the same accumulation as if accrued under the 52 hour per week schedule. This conversion shall also be applicable at the time of any long term schedule change or illness. In the event of long term illness, the employee shall use sick leave at the rate of 52 hours/week for each week of absence.

Upon written election by the employee filed with the Director of Administrative Services, or designee, an employee injured while on duty and otherwise covered under the provisions of the Workers' Compensation Act, may use accumulated sick leave so as to draw as paid sick leave an amount which equals the difference between regular salary and Workers' Compensation weekly benefits and such sick leave accumulations charged with 1/3 of a day for each such day; in the case of members of the police and fire departments for the first year of injury.

An employee may request to have up to the total sick leave payout amount placed in their 457 account at separation. An employee who will attain 50 years of age in any given year, may elect to deposit payment for up to 45% of 800 hours of accumulated sick leave into their 457 account, for up to three years, or a total of 45% of 2400 hours. In this case, the actual payment made shall be at the employee's rate in effect when each payment is made. The amount of hours "cashed in" each year shall be deducted from the employee's balance of unused sick leave, and will also diminish the separation payment available by the total amount cashed in. These options are only available to those employees who meet all rules, regulations, and requirement of the plan administrator.

ARTICLE VII

FUNERAL LEAVE

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

ARTICLE VIII

HOLIDAY LEAVE

All Chief Officers shall receive in lieu of paid leave or premium pay for working any holiday, an annual payment of 168 hours at the 52 hour hourly rate. Equal payments shall be made on a bi-monthly basis beginning with the second pay period in January. Effective in 2022, after 25 years of service, Chief Officers shall receive an additional eight (8) hours of combination holiday leave. If combination holiday cannot be scheduled due to staffing constraints, it shall be paid out on the 2nd check in November. Upon separation, the hours accrued for payment shall be prorated from January 1 of the current year.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

Request for leave of absence without pay for justifiable reasons as determined by the Employer will be granted for reasonable periods of time by the Employer except that no employee shall be granted a leave of absence in order to seek other employment.

ARTICLE X

SECTION 125 PLAN

The City shall offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan's rules and regulations.

ARTICLE XI

WAIVER OF RIGHTS

Neither party to this agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under state and federal laws, regulations or statutes. In the event any clause or portion of this Agreement is in conflict with Statutes of the State of Wisconsin governing municipalities or other Statutes, such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

ARTICLE XII

TERMINATION OF EMPLOYMENT

The Employer shall pay all monies due employees upon the termination of employment and shall furnish such employees with a statement of employment if requested to do so by such employee.

ARTICLE XIII

PENSION

An employee shall contribute their portion of the Wisconsin Retirement System (WRS) on the same basis as general employees as determined by the Employee Trust Funds (ETF).

ARTICLE XIV

UNIFORM ALLOWANCE

Effective 1/1/2022, the City shall provide all required clothing and operate a clothing commissary as well as a maintenance allowance of \$65.00 per year payable in January. In the event an employee has worked less than 12 months in the prior calendar year, the amount shall be prorated.

ARTICLE XV

LIGHT DUTY

Employees who are recuperating from an “on-the-job” injury shall return to perform light duty work consistent with their abilities as determined by the employee’s physician. The employee shall, upon request, furnish the Employer with a physician’s statement specifying the type of work an employee may be assigned. The statement shall specify medically necessary restrictions, if any.

The employee shall be allowed paid time off for doctor visits, tests, therapy, or other medical treatment, for the treatment of the employee’s injury if the time needed cannot be arranged during off-duty hours.

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

ARTICLE XVI

LONGEVITY

Employees who have attained 10-14 years of employment shall receive \$500 payable in the first pay period of the calendar year. Employees who have attained 15-19 years of employment shall receive \$750 payable in the first pay period of the calendar year. Employees who have attained 20 and over years of employment shall receive \$1,000 payable in the first pay period of the calendar year. Those employees reaching their 10th, 15th, or 20th year of service shall earn their longevity for that year on a prorated basis.


ARTICLE XVII

DURATION

This Agreement shall become effective Pay Period 1, 2021, and shall remain in full force and effect until and including December 31, 2023, and shall be automatically renewed from year to year unless negotiations are instituted by September 1, 2023, and the first day of September of any subsequent year of this Agreement.


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

BY:
CITY OF OSHKOSH



Mark A. Rohloff, City Manager

Attest:

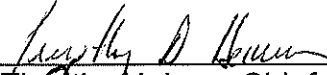


Pamela R. Ubrig, City Clerk
Jessi L. Balcom

OSHKOSH FIRE DEPARTMENT
CHIEF OFFICERS



Daniel Mrochek, Chief Officer



Timothy Heiman, Chief Officer



Charles Hable, Chief Officer



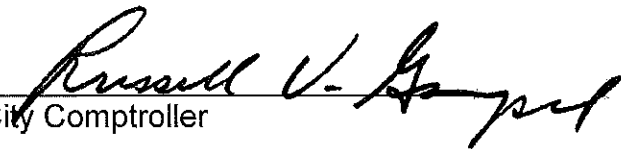
Michael Rutter, Chief Officer




Gregory Stelter, Chief Officer

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

Approved:



City Comptroller



Lynn A. Lorenson, City Attorney

SCHEDULE A

WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD THAT INCLUDES JANUARY 1, 2021 (2.50%)

	RANGE		<u>A</u>	<u>B</u>
CHIEF OFFICER	5	Biw.	3650.29	3836.41
		Mo.	7908.96	8312.22

WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD THAT INCLUDES JANUARY 1, 2022 (2.25%)

	RANGE		<u>A</u>	<u>B</u>
CHIEF OFFICER	5	Biw.	3732.42	3922.73
		Mo.	8086.91	8499.24

WAGE SCHEDULE EFFECTIVE AT THE BEGINNING OF THE PAYPERIOD THAT INCLUDES JANUARY 1, 2023 (2.50%)

	RANGE		<u>A</u>	<u>B</u>
CHIEF OFFICER	5	Biw.	3825.73	4020.80
		Mo.	8289.08	8711.73

*Official rates are bi-weekly

Movement on the Pay Schedule:

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire.