



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

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**File Number: R-2012-0234**

**Final Action:**

**DEC 04 2012**

**Sponsor(s):** Administration & Finance Committee

Resolution approving the Summary of Negotiated Settlement between the City of West Allis and the West Allis Professional Fire Fighters' Association, Local 1004, for 2012-2014.

WHEREAS, the current labor agreement with the West Allis Professional Fire Fighters' Association, Local 1004 (WAPFFA-L1004), ended on December 31, 2011; and,

WHEREAS, the City and WAPFFA-L1004 have entered into negotiations for a new agreement; and,

WHEREAS, the City and WAPFFA-L1004 have reached a settlement for the three year period of January 1, 2012 through December 31, 2014; and,

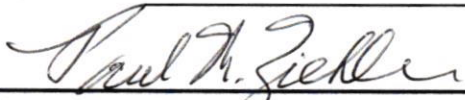
WHEREAS, the Administration & Finance Committee has reviewed the Agreement and is recommending approval; and,

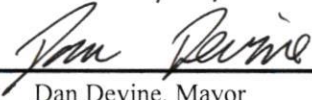
WHEREAS, the membership of the WAPFFA-L1004 has voted and ratified the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Summary of Negotiated Settlement between the City and the West Allis Professional Fire Fighters' Association, Local 1004 (WAPFFA-L1004) for the period January 1, 2012 to and including December 31, 2014 be and is hereby approved.

BE IT FURTHER RESOLVED that the proper City officers and representatives be and are hereby authorized and directed to execute the aforesaid Summary of Negotiated Settlement on behalf of the City in the form of a new three year Labor Agreement.

ADM\ORDRES\ADMR438

ADOPTED **DEC 04 2012**  
  
\_\_\_\_\_  
Paul M. Ziebler, City Admin. Officer, Clerk/Treas.

APPROVED 12/11/12  
  
\_\_\_\_\_  
Dan Devine, Mayor

A Attachment 1



STEVEN J. HOOK  
CHIEF

WEST ALLIS FIRE DEPT.



CITY OF WEST ALLIS  
FIRE DEPARTMENT

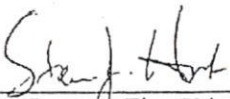
MEMORANDUM OF UNDERSTANDING  
CERTIFICATION of NATIONAL REGISTRY OF EMT-ADVANCED (PARAMEDIC)

1. All existing classified Fire Department employees who, as part of their classification duties, are required, through the agreement between the City of West Allis, and Milwaukee County for the Provision of Emergency Medical Services, to maintain their Paramedic National Registry certification must obtain and retain this certification while employed in their job classification.
2. Any existing Fire Department employees seeking appointment to or ordered/assigned into a position, which requires Paramedic National Registry certification, shall be required to obtain certification prior to placement in the new position.
3. Any new, non-certified person seeking appointment to a position within the classified service shall be required to obtain Paramedic National Registry certification prior to placement in the service.
4. The Department has offered and subsequently provided training for the knowledge of the Paramedic National Registry examination to existing employees affected or potentially affected by the Paramedic National Registry requirement. Employees have been allowed to attend training programs during regular work hours, on detached duty at a training center selected by the Department.
5. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to take any exams administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.
6. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to attend any required refresher training administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.
7. Employees affected or potentially affected by the Paramedic National Registry requirement who maintain their Wisconsin EMT-Paramedic license, are paid an incentive rate as determined by the Agreement between the City of West Allis and the West Allis Professional Firefighters Association, IAFF Local 1004.

8. The City will only pay the Paramedic National Registry certification fee for those employees whose classification requires them to maintain Paramedic National Registry certification.
9. This MOU becomes invalid upon cessation of any Paramedic National Registry certification mandates within the City's agreement with Milwaukee County or upon cessation of the City's agreement with Milwaukee County.

For the City of West Allis:

For the West Allis Professional Firefighters  
Association, IAFF Local 1004:

  
\_\_\_\_\_  
Steven J. Hood, Fire Chief

  
\_\_\_\_\_  
Dion Volk, President, Local 1004

Date Signed: 4/13/10

Date Signed: 4-13-10

ARTICLE XVI

HOSPITAL/SURGICAL CARE HEALTH, DENTAL AND LIFE INSURANCE

SECTION 1.

(A-1) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contributions by active employees, effective January 1, 1993, and retirees retiring on or after January 1, 1993 for all plans:

\$5.00/month - single plan

\$10.00/month - couple plan

\$15.00/month - family plan

The insurance coverage provided shall not be less than the level on the effective date of this Agreement for the term of this Agreement.

(A-2) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contributions by active employees, effective January 1, 1996 and retirees retiring on or after January 1, 1996 for all plans:

1. Five percent (5%) not to exceed \$20.00 per month for a single plan.

2. Five percent (5%) not to exceed \$30.00 per month for a couple plan.

3. Five percent (5%) not to exceed \$40.00 per month for a family plan.

(A-3) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contribution by active employees, effective January 1, 2003 and retirees on or after January 1, 2003 for all plans:

1. Five percent (5%) not to exceed \$50.00 per month for a single plan.
2. Five percent (5%) not to exceed \$75.00 per month for a couple plan.
3. Five percent (5%) not to exceed \$100.00 per month for a family plan.

(A-4) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contributions by active employees through February 28, 2013 effective January 1, 1996 and retirees retiring on or after March 1, 2007 for all plans:

1. Five percent (5%) not to exceed \$60.00 per month for a single plan.
2. Five percent (5%) not to exceed \$90.00 per month for a couple plan.
3. Five percent (5%) not to exceed \$120.00 per month for a family plan.

(A-5) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for health insurance coverage for employees and their families excluding the following contributions by active employees, effective March 1, 2013 and retirees retiring on or after March 1, 2013 for all plans.

1. Employees and retirees who participate in a City-sponsored Health Risk Assessment (HRA)\*:
  - a. Five Percent (5%) not to exceed \$60.00/month for a single plan.
  - b. Five Percent (5%) not to exceed \$90.00/month for a couple plan.
  - c. Five Percent (5%) not to exceed \$120.00/month for a family plan.

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\* If a Health Risk Assessment (HRA) is not offered in any given plan year, employees and retirees will be subject to the rate listed in (A-5)1. Eligible dependents (spouse/children) may participate in City-sponsored HRA's.

1           2.     Employees and retirees who do not participate in a City-sponsored Health Risk  
2           Assessment (HRA)\*:

3           a.     Seven and One-half Percent (7.5%) not to exceed \$75.00/month for a  
4           single plan.

5           b.     Seven and One-half Percent (7.5%) not to exceed \$112.00/month for a  
6           couple plan.

7           c.     Seven and One-half Percent (7.5%) not to exceed \$180.00/month for a  
8           family plan.

9  
10       (B)    All employees who are appointed on or after January 1, 1985, will participate in the City  
11       of West Allis health insurance program under the following terms and conditions:

12       1)    a)    The City will pay the prescribed monthly premium as determined on  
13           January 1, 1992 on behalf of those employees who enroll in an alternative  
14           health care delivery system offered by the City.

15       b)    The City will pay the prescribed monthly premium excluding the premium  
16           share specified in Section 1 (A-1) above, on January 1, 1993 and Section 1  
17           (A-2) above on January 1, 1996 and Section 1 (A-3) above on January 1,  
18           2003, and Section 1 (A-4) above on March 1, 2007, and Section 1 (A-5)  
19           above on March 1, 2013, and thereafter on behalf of those employees who  
20           enroll in an alternative health care delivery system offered by the City.

21       ~~2)    a)    Effective January 1, 2003, the co-pay for prescription drugs shall~~  
22           ~~be increased from 0/\$3.00 for mail order (90 days supply) and \$3.00/\$5.00~~  
23           ~~for retail prescription to \$5/\$15/\$25 for mail order (90 day supply) and~~  
24           ~~\$5/\$15/\$25 for retail prescriptions.~~

25       ~~b)    Effective March 1, 2007, the co-pay for prescription drugs under~~  
26           ~~the alternative health care delivery system shall be increased from~~

1                   ~~\$5/\$15/\$25 for retail (34 day supply) and \$5/\$15/\$25 for mail order (90~~  
2                   ~~day supply) to \$10/\$20/\$30 retail (34 day supply) and \$20/\$40/\$60 mail~~  
3                   ~~order (90 day supply).~~

4                   ~~————— c) ——— Effective March 1, 2009, the co-pay for prescription drugs under~~  
5                   ~~the alternative health care delivery system shall be \$10/\$20/\$30 for retail~~  
6                   ~~(34 day supply) and \$25/\$50/\$75 for mail order (90 day supply).~~

7                   ~~3) a) Effective January 1, 2004 under the alternative health care delivery system, an~~  
8                   ~~Office Visit co-pay of ten (\$10.00) with capitation co-pay at five (5) visits per person~~  
9                   ~~per plan year.~~

10                   ~~b) ——— Effective March 1, 2007, under the alternative health care delivery system,~~  
11                   ~~a \$20 Office Visit co-pay with a maximum plan year out-of-pocket of~~  
12                   ~~\$200/single, \$400/couple and \$600/family.~~

13                   ~~e) ——— Effective March 1, 2009, employees shall pay a \$20 Office Visit co-pay;~~  
14                   ~~said co-pay to be waived for wellness, routine, and preventative services.~~

15                   ~~4) ——— Effective March 1, 2007, under the alternative health care delivery system, the~~  
16                   ~~Out-of-Network coinsurance shall be increased to 70%/30% from 80%/20%.~~

17                   ~~5) ——— a) ——— Effective March 1, 2007, under the alternative health care delivery~~  
18                   ~~system, the Emergency Room co-pay shall be increased from \$25 to \$75~~  
19                   ~~(same waiver conditions apply except for doctor directed = member must~~  
20                   ~~receive a written confirmation from the provider's office that they were~~  
21                   ~~directed to go to the Emergency Room; this written communication must~~  
22                   ~~be submitted directly to the insurance carrier along with the billing for \$75~~  
23                   ~~from the provider).~~

24



1 ~~b) Effective March 1, 2009, under the alternative health care delivery system,~~  
2 ~~the \$75 Emergency Room co-pay will only be waived if admitted or~~  
3 ~~transported by emergency vehicle.~~

4 ~~6) If an employee elects to enroll in the indemnity health insurance program, the~~  
5 ~~monthly contribution of the City toward the prescribed premium will be limited to~~  
6 ~~the amount of the highest premium paid for any alternative health care delivery~~  
7 ~~system offered by the City. The employee will be required to pay the remaining~~  
8 ~~unpaid balance of the indemnity health insurance premium. Should the monthly~~  
9 ~~contribution be equal to or less than the premium share specified in Sections~~  
10 ~~1(A-1) and 1(A-2) above, the employee would be required to pay the applicable~~  
11 ~~premium share, effective January 1, 1993 and effective January 1, 1996 and~~  
12 ~~effective January 1, 2003 and effective March 1, 2007 respectively.~~

13 ~~7) The "indemnity plan" and any "alternate health care delivery system" selected by~~  
14 ~~the City will be equal to the benefit levels of those carriers cited in the 1990-91~~  
15 ~~Collective Bargaining Agreement.~~

16 ~~(C) All employees who elect to participate in the indemnity plan will be subject to the~~  
17 ~~limitations and terms of the City of West Allis Second Opinion and Ambulatory Surgery~~  
18 ~~Programs in effect January 1, 1986.~~

19 SECTION 2.

20 (A) (1) a) Under the conditions specified herein and in the amounts specified at  
21 subsection (2), below, the City will contribute toward the family and  
22 single contract premiums for hospital and surgical care insurance, and  
23 major medical coverage for all retirees who retire with the effective date  
24 specified and who have attained the age of 55 prior to January 1, 1984 and  
25 50 subsequent to December 31, 1983. The contribution will also be made  
26 on behalf of the spouses of qualifying employees.

b) Employees hired on or after February 1, 2009, must have fifteen (15) years of service with the City of West Allis to qualify for retiree health insurance.

(2) The City health insurance premium contribution, authorized under subsection (1) herein, is as follows:

Effective Date of Retirement	City Contribution Family Contract Per Month		City Contribution Single Contract Per Month
	(3 or more in family)	(2 in family)	
After 1/1/79 and Before 1/1/81	\$107.50		\$ 41.50
After 1/1/81 and Before 1/1/83	\$139.00		\$ 52.00
After 1/1/83 and Before 1/1/84	\$190.00		\$ 75.00
After 1/1/84 and Before 1/1/85	\$215.00		\$ 85.00
After 1/1/85 and Before 1/1/86	\$225.00		\$ 90.00
After 1/1/86 and Before 1/1/87	\$230.00		\$ 92.00
After 1/1/87 and Before 1/1/88	\$235.00		\$ 95.00
After 1/1/88 and Before 1/1/89	\$295.00	\$245.00	\$120.00
After 1/1/89 and Before 1/1/90	\$390.00	\$298.00	\$144.00
After 1/1/90 and Before 1/1/91	\$445.00	\$328.00	\$164.00
After 1/1/91 and Before 1/1/92	\$498.00	\$376.00	\$188.00
After 1/1/92 and Before 1/1/93	\$572.00	\$432.00	\$216.00
After 1/1/93 and Before 1/1/94	\$608.00	\$478.00	\$220.00
After 1/1/94 and Before 1/1/95	\$699.00	\$550.00	\$253.00
After 1/1/95 and Before 1/1/96	\$769.00	\$605.00	\$282.00
After 1/1/96 and Before 1/1/97	\$801.00	\$636.00	\$282.00
After 1/1/97 and Before 1/1/98	\$669.78	\$534.16	\$244.42

1	After 1/1/98 and	\$788.00	\$628.00	\$286.00
2	Before 1/1/99			
3	After 1/1/99 and	\$906.00	\$719.00	\$328.00
4	Before 1/1/00			
5	After 1/1/00 and	\$917.00	\$728.00	\$334.00
6	Before 1/1/01			
7	After 1/1/01 and	\$1,174.00	\$932.00	\$426.00
8	Before 1/1/02			
9	After 1/1/02 and	\$1,448.00	\$1,012.00	\$512.00
10	Before 1/1/03			
11	After 1/1/03 and	\$1,618.00	\$1,137.00	\$573.00
12	Before 1/1/04			
13	After 1/1/04 and	\$1,717.00	\$1,205.00	\$587.00
14	Before 1/1/05			
15	After 1/1/05 and	\$1,855.00	\$1,300.00	\$636.00
16	Before 1/1/06			
17	After 1/1/06 and	\$1,906.00	\$1,332.00	\$652.00
18	Before 1/1/07			
19	After 1/1/07 and	\$1,906.00	\$1,350.00	\$652.00
20	Before 1/1/08			
21	After 1/1/08 and	\$1,955.00	\$1,385.00	\$671.00
22	Before 1/1/09			
23	After 1/1/09 and	\$2,030.92	\$1,439.16	\$697.54
24	Before 1/1/10			
25	After 1/1/10 and	\$2,216.00	\$1,570.00	\$761.00
26	Before 1/1/11			
27	After 1/1/11 and	\$2,216.00	\$1,570.00	\$761.00
28	Before 3/1/12			
29	After 3/1/12 and	\$2,096.00	\$1,432.00	\$730.00
30	Before 2/28/13			
31	After 3/1/13 and	TBA	TBA	TBA
32	Before 2/28/14			
33	After 3/1/14 and	TBA	TBA	TBA
34	Before 2/28/15			
35				

36 (3) Effective January 1, 1986, a retiring employee may elect to participate  
 37 in the health insurance program through payment of 50% of the  
 38 prescribed premium until he/she and the employee's spouse reach age  
 39 65. This is an irrevocable decision which will be made at the time of  
 40 retirement.

41 (4) Effective January 1, 1995, under the terms and conditions specified herein, the  
 42 City will pay a fixed sum in an amount to be specified toward the City's health  
 43 insurance premium cost excluding the premium sharing cited in Sections 1 (A-1),  
 44 1(A-2), 1(A-3), and 1(A-4), and 1(A-5) above during the remaining period of the

1 labor agreement for hospital and surgical care insurance and the applicable  
2 premium for major medical coverage for all retirees who have attained the age of  
3 50 and who retire subsequent to January 1, 1995.

4 (5) (a) For employees retiring prior to March 1, 2013: The City's premium  
5 obligation will terminate: Upon the retiree and/or spouse becoming eligible  
6 for Medicare (i.e. the City's premium obligation only terminates for the  
7 individual who becomes eligible for Medicare) ~~obtaining the age of 65~~; upon  
8 remarriage by surviving spouse; or if the retiree and/or surviving spouse are  
9 employed by another employer providing more comprehensive or equivalent  
10 coverage. Should the latter coverage terminate prior to ~~the age of 65~~  
11 eligibility for Medicare, coverage under this Section shall be reinstated. The  
12 retiree and/or spouse shall pay any balance of unpaid premium, and failure to  
13 do so will terminate the City's premium obligation.

14 (b) For employees retiring on or after March 1, 2013: The City's premium  
15 obligation will terminate upon: (1) the retiree and/or spouse becoming  
16 eligible for Medicare (i.e. the City's premium obligation only terminates for  
17 the individual who becomes eligible for Medicare); or (2) remarriage by the  
18 surviving spouse; or (3) an individual's eligibility for other health insurance  
19 coverage (*Once other insurance coverage is lost, the retiree, and their*  
20 *eligible spouse and/or dependents who were previously enrolled in the City's*  
21 *health plan shall be eligible to re-enroll. Note: the retiree, or in the event*  
22 *the retiree deceases, his or her surviving spouse, must be enrolled in order*  
23 *for their eligible dependents to participate.*); or (4) retiree's cancellation of  
24 health insurance with the City (*A retiree or surviving spouse who cancels*  
25 *health insurance with the City and who is otherwise eligible for health*  
26 *insurance with the City shall be eligible to re-enroll at the next open*

1                    *enrollment period.*); or (5) failure to pay any balance of unpaid premium (*A*  
2                    *retiree or surviving spouse who fails to pay any balance of unpaid premium*  
3                    *shall be re-enrolled at the next open enrollment period.*

4  
5 (B) After a retiree and/or spouse are covered under Medicare, the City will pay one-half of  
6 the premium of insurance for hospital and surgical care not covered by Medicare and the  
7 full premium for major medical coverage, under the City's "Medicare carve-out" policy.  
8 The retiree and spouse shall pay any balance of unpaid premium, and failure to do so will  
9 terminate the City's premium obligation.

10 SECTION 3. The City's safety eyeglass program shall continue in effect.

11 SECTION 4. Employees shall be covered for life insurance under the State of Wisconsin Life  
12 Insurance Program in accordance with Section 40.70 through 40.74, Wisconsin Statutes. The  
13 City shall pay 100% of the employee life insurance premium under the City's existing Wisconsin  
14 Group Life Insurance Program for each employee enrolled.

15 SECTION 5.

16 (A) Effective January 1, 1981, employees within the bargaining unit shall be covered for  
17 dental insurance under the dental insurance program established for employees within the  
18 managerial, supervisory, confidential and professional service of the City of West Allis,  
19 pursuant to City Resolution No. 19987, July 1, 1980.

20 (B) The City shall pay 100% of the premium for the term of this agreement.

21 ~~(C) Effective March 1, 2009, the dental insurance annual maximum benefit limit will be~~  
22 ~~Fifteen Hundred Dollars (\$1500.00) per member per plan year.~~

23  
24 ~~SECTION 6. Effective January 1, 1987, the City's basic Dental Plan includes a \$1200 lifetime~~  
25 ~~orthodontic benefit for children under age 19. Orthodontic benefits have a 50% co-insurance~~  
26 ~~provision.~~

27  
28  
29

1 L:\PRS\UNION BUSINESS\Negotiations\FIRE\Bargaining Proposals\2012+\Arbitration\Attachment 2.health ins.rev 04-24-12.docx



1 ARTICLE XXVI

2 GRIEVANCE PROCEDURE

3 SECTION 1. A grievance shall consist only of a dispute involving the interpretations or  
4 application of provisions of this Agreement, including a complaint involving working conditions  
5 established by this Agreement and the application of the Fire Department Rules and Regulations  
6 which are primarily related to wages, hours and conditions of employment. The grievance  
7 procedure shall not apply to departmental operations and proceedings, disciplinary actions,  
8 promotional procedures, job classifications, or any other matter contained in Section 62.13,  
9 Wisconsin Statutes ~~except as provided in Section 4 herein.~~ All matters subject to the provisions  
10 of Section 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in  
11 accordance with such Statute.

12 SECTION 2. A grievance shall be governed and controlled by the following procedure:

13 STEP 1. If an employee has a grievance, he/she shall first present and discuss the grievance  
14 orally with the Battalion Chief in charge of his/her platoon or the Battalion Chief  
15 on duty, either alone or accompanied by an Association Representative. The  
16 employee is to state that he/she is presenting a first step grievance and the  
17 Association representative is to identify his/her position and authority. The  
18 Battalion Chief shall orally communicate a decision to the employee before the end  
19 of the employee's next regularly scheduled workday. In order to be timely, a  
20 grievance must be presented at the Step 1 level within five (5) calendar days of  
21 knowledge of the circumstances causing the grievance.

22 STEP 2. The grievance shall be considered settled at the Step 1 level, unless within five (5)  
23 business days after the communication of the Battalion Chief's decision, the  
24 employee and/or Association Representative shall reduce the grievance to writing



1 and present it to the Chief. The written grievance shall specifically state the  
2 provision or provisions of this Agreement, Department rules, regulations or  
3 procedures which are alleged to have been violated. The Chief shall meet with the  
4 grievant and/or Association Representatives for the purpose of discussing and  
5 attempting to resolve the grievance. The meeting shall be scheduled at the mutual  
6 convenience of the parties. Within ten (10) calendar days after the date of said  
7 meeting, the Chief shall provide a written answer to the grievant with copies to the  
8 Grievance Committee and the Association Representative. The written answer shall  
9 state the resolution agreed to for the grievance or the reason(s) for rejecting the  
10 grievance, and may state a suggested resolution of the grievance if rejected. The  
11 grievance shall be considered settled in accordance with the written answer of the  
12 Chief unless written notice is given by either the grievant or the Association of the  
13 desire to appeal the grievance to either the Commission or to private arbitration. In  
14 order to be timely, the written notice of appeal must be presented to the Chief and  
15 Board of Police and Fire Commissioners of the City of West Allis within fifteen  
16 (15) calendar days after the date of the Chief's written answer. The written notice  
17 shall state the form of arbitration which has been selected.

18 STEP 3. POLICE AND FIRE COMMISSION APPEAL. The Commission shall schedule  
19 and hold a hearing within thirty (30) calendar days or sooner after the date the  
20 written notice of appeal is filed. The Commission shall render its decision within  
21 ten (10) calendar days after the hearing. A copy of the decision shall be forwarded  
22 to the grievant(s), Grievance Committee and the Association. The decision of the  
23 Commission shall be final and binding upon the parties. In rendering its decision,  
24 the Commission shall neither add to, detract from, nor modify the intent and/or  
25 language of this Agreement or departmental rules, regulations and procedures.

STEP 4. ARBITRATION APPEAL. The private arbitration of a grievance shall be governed and controlled by the following procedures:

- (a) Absent a mutual agreement as to the selection of an arbitrator, the Association shall make a written request to the Wisconsin Employment Relations Commission to provide a panel of five (5) arbitrators. This request must be made within ten (10) calendar days after the date of the written notice of further appeal.
- (b) Upon receipt of the panel of arbitrators from the Wisconsin Employment Relations Commission, the City and the Association, or their designated representatives, shall select an arbitrator to hear and determine the grievance from the panel by the process of elimination. The City and the Association shall have the right to delete two (2) names from the panel, each in alternate strikes, with the remaining person being the selected arbitrator. The party to strike first shall be determined by a form of chance to be agreed to by the parties.
- (c) The arbitrator, so selected, shall hold a hearing at a time and place convenient to the parties, and shall take such evidence as is in the judgment of the arbitrator appropriate for the proper determination of the grievance. The arbitrator shall have initial authority to determine whether or not the grievance is arbitrable and when so determined, the arbitrator shall proceed to determine the merits of the grievance submitted to arbitration.
- (d) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the close of the hearing, or thirty (30) calendar days after the receipt of post hearing briefs. The arbitrator in arriving at a decision shall neither add to, detract from, nor modify the language of this

Agreement or departmental rules, regulations and procedures. The arbitrator shall adjudicate and not legislate or determine interests.

- (e) If the arbitrator rules that the subject matter is not arbitrable, the Association may submit the matter to the proper jurisdiction.
- (f) Expenses for the services of the arbitrator and the proceedings shall be borne equally by the City and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing such party pays for the record. If both parties desire a verbatim record, such costs shall be borne equally between the parties.

SECTION 3. The time limits set forth in the procedures of this Article may be extended by mutual agreement between the parties, but such agreements shall be evidenced in writing.

SECTION 4. ~~To the extent permitted by law, a Police and Fire Commission order may be appealed to Arbitration as follows:~~

- ~~(A) Any person suspended, reduced, suspended and reduced, or removed by the Commission, as a result of a charge filed in accordance with the procedures set forth in §62.13 (5) Wis. Stats., may, as an alternative to a circuit court appeal under §62.13 (5)(i) or pursuant to a writ of certiorari, appeal the order of the Commission to arbitration by serving written notice of the appeal to arbitration on the Chief and Board of Police and Fire Commissioners within ten (10) days after the order is filed with the secretary of the Commission. An appeal of the Commission's order to arbitration shall preclude a party from appealing to the circuit court under §62.13 (5)(i) or pursuant to a writ of certiorari, just as an appeal of the Commission's order to the circuit court under §62.13 (5)(i) or pursuant to a writ of certiorari shall preclude a party from appealing to arbitration. Both the Association and the accused will execute a waiver to that effect as a condition of proceeding to either arbitration or the circuit court.~~

- ~~(B) Absent a mutual agreement as to the selection of an arbitrator, the Association shall make a written request to the Federal Mediation and Conciliation Service (FMCS) to provide a panel of five (5) arbitrators all of whom shall be Wisconsin residents and members of the National Academy of Arbitrators. This request must be made within ten (10) calendar days after the date of the written notice of appeal of the Commission's decision.~~
- ~~(C) Upon receipt of the panel of arbitrators from the FMCS, the City and the Association, or their designated representative, shall select an arbitrator by the process of elimination. The City and the Association shall have the right to delete two (2) names from the panel, each in alternate strikes, with the remaining person being the selected arbitrator. The party to strike first shall be determined by a form of chance to be agreed to by the parties.~~
- ~~(D) Within twenty (20) days of selection of the arbitrator, the Commission shall certify the record of its proceedings to him or her, including all documents, testimony, minutes and the transcript. The arbitrator may conduct a hearing upon return of the Commission, provided that either party demonstrates that the additional evidence or testimony to be offered was not available, with the exercise of due diligence, at the time of the Commission hearing or that the Commission committed procedural error preventing the admission of material and relevant testimony or evidence. The arbitrator shall establish the briefing schedule for the parties.~~
- ~~(E) The question to be determined by the arbitrator shall be: Upon the evidence is there just cause, as described under Sec. 62.13(5)(em) Wis. Stats., to sustain the charges against the accused? The arbitrator shall give due weight or due deference to the judgment of the Commission in determining what penalty the good of the service requires. The arbitrator shall issue a decision within thirty (30) calendar days after receipt of the final brief as established by the briefing schedule. The arbitrator must issue a decision within 180 days of the close of the Commission hearing. The arbitrator, in arriving at a decision, shall not add to, detract from, nor modify the language of this Agreement or departmental rules, regulations and procedures.~~

- ~~(F) No costs shall be allowed either party and payment of the arbitrator's and FMCS's fees shall be borne equally by the parties. If the order of the Commission is reversed, the accused shall be forthwith reinstated and entitled to pay as though in continuous service. If the order of the Commission is sustained, it shall be final and conclusive.~~
- ~~(G) The failure to comply with the time limits described in paragraphs (A) and (B) above shall be deemed a waiver of the right to appeal the matter to arbitration. Having so waived the right to arbitrate the matter, the party shall remain precluded from appealing the order to circuit court under §62.13 (5)(i) or pursuant to a writ of certiorari. Any time limits prescribed in this section may be extended by the mutual written consent of the parties.~~

## SUMMARY OF NEGOTIATED SETTLEMENT

**EMPLOYER:** CITY OF WEST ALLIS

**BARGAINING UNIT:** WEST ALLIS PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 1004

The undersigned, being duly authorized representatives and/or agents for the indicated parties hereto, agree that the following Summary represents the terms of the negotiated agreement for wages, hours and other conditions of employment for the above-captioned bargaining units.

- 1) **CONTRACT TERM:** January 1, 2012 through December 31, 2014
- 2) **WAGES:**
  - A) Year 2012: Effective October 1, 2012, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2%.
  - B) Year 2013: Effective April 1, 2013, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2%.
  - C) Year 2014: Effective January 1, 2014, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2%.
- 3) **Incorporate Memorandum of Understanding** – Certification of National Registry of EMT-Advanced (Paramedic) as new section of contract, Appendix C (Attachment 1)
- 4) **Article VII, Compensation, revise Section 4, Paydays, as follows:**

"...Departmental paydays for all employees shall be on ~~every other~~ Friday of the bi-weekly pay period or at the end of the normal working day on Thursday if Friday is a holiday or Wednesday if Thursday and Friday are holidays. All employees shall be enrolled in Direct Deposit ~~no later than February 1, 2009...~~"
- 5) **Article XXI, Pensions, Section 1, revise as follows:**

Employees shall be enrolled in the ~~State of Wisconsin Municipal Retirement Plan System (WRS) in accordance with~~ pursuant to Section ~~40.20~~ 40.22, Wisconsin Statutes.

  - (A) Effective January 1, 1987, the City shall pay up to eight percent (8%) of all paid earnings to the Wisconsin Retirement Fund; this payment will be made in lieu of the retirement contributions otherwise required to be deducted earnings of participating employees pursuant to Section 40.05(1), Wisconsin Statutes.
  - (B) Effective October 1, 2012, employees shall pay 3% of the employee required contribution in accordance with Section 40.05(1), Wisconsin Statutes and any other applicable laws.
  - (C) Effective April 1, 2013, employees shall pay up to 6% of the employee required contribution in accordance with Section 40.05(1), Wisconsin Statutes and any other applicable laws.
- 6) **Article XVI, Hospital/Surgical Care, Dental and Life Insurance** – effective January 1, 2012, recognize plan year of March 1 to February 28(9) for health and dental plans.
- 7) **Article XVI, Hospital/Surgical Care, Dental and Life Insurance** – revise as presented in Attachment 2 (effective January 1, 2012 unless stated otherwise).

**8) Article XXIV, Residency – revise Section 1, (A), as follows:**

"... Members shall reside in the City of West Allis or the perimeter described in B below, and shall at all times, maintain a telephone in their residence, or may substitute a cellular and/or wireless telephone that enables reliable contact with the employee through the use of ordinary voice communications. (Employees who substitute cellular and/or wireless telephones for the telephone in their residence shall have no expectation of compensation for carrying the phone, or for any expenses related to the activation, replacement or costs of using the wireless telephone). Employees who substitute a cellular and/or wireless telephone for the landline telephone in their residence shall maintain the device in good working order and shall consider any phone call received from the West Allis Fire Department to be a record of contact with the employee. This would be a record of contact for vacation picking, overtime, minimum staffing, etc. The member ~~and~~ shall within twenty-four (24) hours notify the Chief of any change of address or telephone number through which they may be reached in case of emergency or special duty."

**9) Article XXVI, Grievance Procedure – revise as presented in Attachment 3 which is reflective of the 2005-06 contract language.**

**10) Article XXX, Miscellaneous Provisions, Section 3 (A) – revise as follows:**

~~"The City will reimburse up to \$300.00 per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job. Effective January 1, 1993, the City will reimburse up to \$400.00 per year tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job. Effective January 1, 2012, the City will reimburse up to \$600 per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job."~~

**11) Article XVI, Hospital/Surgical Care, Dental and Life Insurance – add new section as follows:**

"SECTION 6. By December 1 of each year the bargaining unit shall notify the City in writing which Hospital/Surgical Care Division the bargaining unit shall participate in. (Note: Division represents a group within a Health Plan. For example, the "WAPPA Division" or "Non-Represented/Elected Officials Division" of the PPO Plan)."

**12) Housekeeping Item:** update format and language of the contract for consistency purposes including but not limited to: capitalization, header format, hyphens, underscoring, numbering, etc. For example:

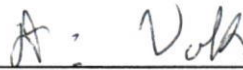
- a. Titles capitalized or not (fire fighter, equipment operator, etc.)
- b. Fire fighter, fire fighting (one or two words)
- c. Formatting consistencies (such as, A-1 or A. 1. or (A) (1))
- d. Have numbers in parentheses consistently (such as - one (1) hour)
- e. Hyphenation consistencies (example: 8-hour employees or 8 hour employees)
- f. Capitalization consistencies (that is, Work Reduction Day or work reduction day, medicare or Medicare, etc.)
- g. Update titles (such as, Comptroller and Finance Manager to Finance Manager/Comptroller)
- h. Underscore Article titles consistently
- i. Delete references to outdated information (that is, maintain most up to date information)
- j. Change DILHR to Department of Workforce Development

**13) Ratification:** It is understood that the terms of this Summary have been affirmatively approved by the membership of the West Allis Professional Fire Fighters Association.

FOR THE COMMON COUNCIL  
OF THE CITY OF WEST ALLIS:

FOR THE WEST ALLIS PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION, LOCAL 1004

  
\_\_\_\_\_  
**James W. Sengstock,**  
Chairperson, Administration & Finance  
Committee

  
\_\_\_\_\_  
**Dion Volk,** President

Date Signed 12/4/12

Date Signed 12-21-12

  
\_\_\_\_\_  
**Thomas G. Lajsic,** President  
West Allis Common Council

  
\_\_\_\_\_  
**Joe G. Breznik,** Secretary

Date Signed 12/18/12

Date Signed 12-21-12

  
\_\_\_\_\_  
**Dan Devine,** Mayor

Date Signed 12/11/12