

## 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, 2015 to December 31, 2017

2. Wages:

- a. 5% ATB effective the first full pay period following January 1, 2015.
- b. 2016: \$3,000 lump sum payment effective the first full pay period following both parties ratification of the contract and signing of the Summary of Negotiated Settlement, in exchange for removal of the "6th Column" effective 12/1/2016 (for 2017 vacation selections).
  - i. As related to the removal of the "6<sup>th</sup> Column", Appendix B, Vacation and Work Reduction Day Regulation Day Regulations will be updated as agreed to by both parties as presented in Attachment 1.
- c. 1% ATB effective the first full pay period following January 1, 2017.
- d. Effective the first full pay period following both parties ratification of the contract and signing of the Summary of Negotiated Settlement, amend Appendix A, Section II – Additional Compensation, to reflect (grey highlight = new/updated wording; strike-through = deletion):
  - Fire Fighters assigned as Equipment Operators or Inspectors will receive their base rate plus ~~Fifty Seventy-five Cents (50 75 cents)~~ per hour for all hours so worked.
  - Fire Fighters assigned as Lieutenants will receive their base rate plus ~~Eighty Cents (80 cents)~~ One Dollar Fifteen Cents (\$1.15) per hour for all hours so worked.
  - Equipment Operators or Inspectors assigned as Lieutenants will receive their base rate plus ~~Fifty Eighty-five Cents (50 85 cents)~~ per hour for all hours so worked.
  - Lieutenants assigned as Captains will receive their base rate plus ~~Eighty-five Cents (85 cents)~~ One Dollar Fifteen Cents (\$1.15) per hour for all hours so worked.
  - Lieutenant of Fire Inspection when assigned as ~~Fire Marshall (Assistant Chief)~~ Deputy Chief of Fire Inspection will receive his/her base rate plus One Dollar and ~~Sixty Seventy-five Cents (\$1.60)~~ \$1.75 per hour for all hours so assigned. This provision only applies when an Officer in Charge of the Bureau is inaccessible.
  - Personnel assigned to ~~Shopman~~ Duties shall receive ~~Twelve~~ Fourteen Dollars and Fifty Cents (\$12.50 \$14.50) per full duty day.
  - ~~Personnel assigned to MSA/SCBA duties shall receive an additional Ten Dollars (\$10.00) bi-weekly~~ Selection of one (1) person per shift is made by the Master Mechanic with the Fire Chief's approval SCBA Repair and Maintenance Certification of \$300/year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payroll in December for each year of the contract.
  - Captains assigned as Battalion Chiefs will receive their base rate plus ~~Seventy-five Cents (75 cents)~~ One Dollar Fifty Cents (\$1.50) per hour for all hours so worked.
  - NEW: Paramedic Officer ~~Team Leader~~ Pay of \$1.00/hour
  - NEW: Cot Maintenance Certification of \$200/year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payroll in December for each year of the contract.

- NEW: Extrication Equipment Certification of \$200/year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payroll in December for each year of the contract.
- NEW: Emergency Vehicle Technician Certification of \$200/year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payroll in December for each year of the contract.

- e. Effective upon both parties ratification of the contract and signing of the Summary of Negotiated Settlement, amend Memorandum of Understanding - Paramedics Working as Fire Inspectors to reflect (grey highlight = new/updated wording; strike-through = deletion):

“5. These paramedic fire inspectors shall receive their base rate plus ~~Fifty Cents (50 cents)~~ **Seventy - Five Cents (75 cents)** per hour for all hours worked as inspectors.”

“7. During the shifts when paramedic fire inspectors are assigned to paramedic units, they shall not be responsible for fire inspector duties and shall not receive an additional ~~Fifty Cents (50 cents)~~ **Seventy - Five Cents (75 cents)** per hour since they will not be working as paramedic fire inspectors.”

3. Article XXI, Pensions – amend to reflect the following new sections:

(D) Effective the first full pay period after December 1, 2017, employees shall pay the full portion of the employee contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

(E) NOTE: it is understood that any employee hired on or after July 1, 2011, is subject to paying the requisite portion of the employee required contribution in accordance with Section 40.05(1), Wisconsin Statutes and any other applicable laws.

4. MIH – see attached Memorandum of Understanding as agreed to by both parties.

5. Amend various sections of the CBA as it relates to certain health insurance provisions as follows:

a. As contained in Attachment 2 (grey highlight = new/updated wording; strike-through = deletion); and,

b. As it relates to Article XVI, Section 6 which states, “By December 1 of each year the bargaining unit shall notify the City in writing which Hospital/Surgical Care Division of 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.)”:

As the City asserts this is a prohibited subject of bargaining, and the Union asserts it is a mandatory subject of bargaining, each party maintains its position regarding the bargainability of said provision and reserves the right to file a petition, which they agree herein will be in the form of a jointly filed stipulation, with the Wisconsin Employment Relations Commission for a declaratory ruling as to whether the provision is a mandatory, permissive or prohibited subject of bargaining.

6. Amend Article XIII, Vacations, Section 4, with the understanding that the number of hours used are accounted for at the end of employment (grey highlight = new/updated wording; strike-through = deletion):

“SECTION 4. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment to the Department, but accumulation shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after ~~six (6)~~ **three (3)** months of service, be allowed vacation within the first year of appointment if the convenience of the service would be promoted thereby. However, if such an employee leaves the service of the Department before the completion of the initial twelve (12) month period, any vacation, so taken, shall be deemed unearned and payments made for the vacation shall be deducted from the employee's final pay upon termination of employment.”

7. Article XVI, Hospital/Surgical Care, Dental and Life Insurance – amend Section 1 as follows (grey highlight = new/updated wording; strike-through = deletion):

~~(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:~~

- ~~(a) Five Dollars (\$5.00) per month for a single plan.~~
- ~~(b) Ten Dollars (\$10.00) per month for a couple plan.~~
- ~~(c) Fifteen Dollars (\$15.00) per month for a 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:~~

- ~~(a) Five percent (5%) not to exceed Twenty Dollars (\$20.00) per month for a single plan.~~
- ~~(b) Five percent (5%) not to exceed Thirty Dollars (\$30.00) per month for a couple plan.~~
- ~~(c) Five percent (5%) not to exceed Forty Dollars (\$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:~~

- ~~(a) Five percent (5%) not to exceed Fifty Dollars (\$50.00) per month for a single plan.~~
- ~~(b) Five percent (5%) not to exceed Seventy-five Dollars (\$75.00) per month for a couple plan.~~
- ~~(c) Five percent (5%) not to exceed One Hundred Dollars (\$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 and retirees retiring on or after March 1, 2007 for all plans:~~

- ~~\_\_\_\_\_ (a) Five percent (5%) not to exceed Sixty Dollars (\$60.00) per month for a single plan.~~
- ~~\_\_\_\_\_ (b) Five percent (5%) not to exceed Ninety Dollars (\$90.00) per month for a couple plan.~~
- ~~\_\_\_\_\_ (c) Five percent (5%) not to exceed One Hundred Twenty Dollars (\$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. Employees who participate in Health Insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective March 1, 2013 and retirees retiring on or after March 1, 2013, through February 29, 2016, for all plans:~~

~~(a)(1) Employees and retirees Those who participate in a City-sponsored Health Risk Assessment (HRA)<sup>1</sup>:~~

- ~~1)a) Five percent (5%) not to exceed Sixty Dollars (\$60.00) per month for a single plan.~~
- ~~2)b) Five percent (5%) not to exceed Ninety Dollars (\$90.00) per month for a couple plan.~~
- ~~3)c) Five percent (5%) not to exceed One Hundred Twenty Dollars (\$120.00) per month for a family plan.~~

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

- ~~1)a) Seven and one-half percent (7.5%) not to exceed Seventy-five Dollars (\$75.00) per month for a single plan.~~
- ~~2)b) Seven and one-half percent (7.5%) not to exceed One Hundred Twelve Dollars (\$112.00) per month for a couple plan.~~
- ~~3)c) Seven and one-half percent (7.5%) not to exceed One Hundred Eighty Dollars (\$180.00) per month for a family plan.~~

(B) Employees who participate in Health Insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective March 1, 2016 through February 28, 2017:

(1) Employees who participate in a City-sponsored Health Risk Assessment (HRA)<sup>1</sup>:

- a) Seven and ½ percent (7.5%) per month for a single plan.
- b) Seven and ½ percent (7.5%) per month for a couple plan.
- c) Seven and ½ percent (7.5%) per month for a family plan.

(2) Employees who do not participate in a City-sponsored Health Risk Assessment (HRA)<sup>1</sup>:

- a) Fifteen percent (15%) per month for a single plan.
- b) Fifteen percent (15%) per month for a couple plan.
- c) Fifteen percent (15%) per month for a family plan.

(C) Employees who participate in Health Insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective March 1, 2017:

(1) Employees who participate in a City-sponsored Health Risk Assessment (HRA)<sup>1</sup>:

- a) Ten percent (10%) per month for a single plan.

<sup>1</sup> 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)(a)~~ (A)(1), (B)(1), OR (C)(1) as applicable. Eligible dependents (spouse/children) may participate in City-sponsored HRA's.

- b) Ten percent (10%) per month for a couple plan.
- c) Ten percent (10%) per month for a family plan.

(2) Employees who do not participate in a City-sponsored Health Risk Assessment (HRA)<sup>1</sup>:

- a) Twenty percent (20%) per month for a single plan.
- b) Twenty percent (20%) per month for a couple plan.
- c) Twenty percent (20%) per month for a family plan.

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**

\_\_\_\_\_  
**Vincent Vitale**  
Chairperson, Administration & Finance  
Committee

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**Mark Sura, President**

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

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

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**Michael Gundersen, Secretary**

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

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**Dan Devine, Mayor**

Date Signed \_\_\_\_\_