

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF WEST ALLIS  
AND  
IAFF LOCAL 1004  
REGARDING  
MOBILE INTERGRATED HEALTH CARE  
And  
CRITICAL CARE PARAMEDIC**

**WHEREAS** the City of West Allis Fire Department (City) has entered into a pilot program to provide Mobile Integrated Health Care (MIH or MIH program) services to the community; and

**WHEREAS** the City envisions that the MIH program may be expanded to include the delivery of Critical Care Paramedic (CCP) services to the community; and

**WHEREAS** the City may assign Incident Safety Officer (ISO) responsibilities to individuals providing services under the MIH and CCP program; and

**WHEREAS** the present delivery of MIH services and CCP services shall be provided by three (3) bargaining unit positions unless otherwise provided herein; and

**WHEREAS** Local 1004 and the City (the "Parties") wish to enter into a partnership to facilitate the success of the above described program;

**NOW THEREFORE** the City and Local 1004 enter into this Memorandum of Understanding (MOU) to address the present MIH and CCP programs' impact on wages, hours and conditions of employment of Local 1004 members who perform the three (3) bargaining unit positions' MIH and/or CCP services.

1. The delivery of the three (3) bargaining unit positions' MIH and/or CCP services shall be provided by bargaining unit members or full-time fire department chief officers.
2. The parties agree to the creation of three (3) new bargaining unit pay classifications entitled:
  - a. MIH Lieutenant (80 hour) the pay rate for which shall be the same as the Lieutenant (80 hour) pay rate; and
  - b. MIH Lieutenant (103.68 hour) the pay rate for which shall be the same as the Lieutenant (103.68 hour).<sup>1</sup>
3. In the event the City expands the MIH program to include the delivery of CCP services the above-described MIH Lieutenant positions shall be reclassified as MIH/CCP Lieutenant positions.
4. Members of the bargaining unit who are MIH certified and who are promoted to MIH Lieutenants, as opposed to providing such services on an acting basis, shall be appointed to the position of MIH Lieutenant and shall be paid at the appropriate MIH Lieutenant pay rate. This provision shall not apply to bargaining unit members who provide MIH services on an "acting basis".
5. In the event the City expands the MIH program to include CCP services members of the bargaining unit who are MIH/CCP certified and who are promoted MIH/CCP Lieutenants, as opposed to providing such services on an acting basis, shall be appointed to the position of MIH/CCP Lieutenant and

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<sup>1</sup> Pay rates are set forth under Appendix A of the collective bargaining agreement.

shall be paid at the appropriate MIH/CCP Lieutenant pay rate. This provision shall not apply to bargaining unit members who provide MIH/CCP services on an "acting basis".

6. Filling of the three (3) MIH or MIH/CCP Lieutenant positions shall be at the Chief's discretion subject to the following:
  - a. Employees promoted to MIH or MIH/CCP Lieutenant positions shall have the option to relinquish their promotion to MIH or MIH/CCP Lieutenant with no adverse employment action.
  - b. In the event an employee relinquishes his or her promotion to MIH or MIH/CCP Lieutenant they shall be returned to their previously held position unless the following occurs:
    - i. In the event the next available promotion for a "floor" Lieutenant is that of a "Chief's pick", the Chief may transfer the MIH or MIH/CCP Lieutenant into the position.
    - ii. In the event the next available promotion for a "floor" Lieutenant is that of a "seniority pick" and the MIH or MIH/CCP Lieutenant wishing to transfer to the "floor" would be the senior pick or has already achieved the rank of lieutenant via seniority promotion, the MIH or MIH/CCP Lieutenant shall be allowed to transfer into the vacancy on the "floor".
  - c. The "Senior Pick - Chief Pick" rotation shall continue uninterrupted by the filling of MIH or MIH/CCP Lieutenants hereunder.

- d. Bargaining unit members shall not accrue officer seniority during the period of time they serve as a MIH or MIH/CCP Lieutenant until such time as the employee qualifies for promotion as a seniority pick or is in fact promoted as a Chief's pick.
  - e. Members must have completed 6 years of continuous service on the WAFD to be considered for promotion to MIH or MIH/CCP Lieutenant.
7. Fire Fighter Paramedics who provide MIH, CCP or MIH/CCP services on an acting basis will receive their base rate plus the acting pay received by Fire Fighters who serve as Lieutenants as set forth under Appendix A of the collective bargaining agreement.
  8. The City enjoys the right to assign Incident Safety Officer (ISO) responsibilities to the bargaining unit member(s) assigned to MIH and/or CCP position(s).
  9. The three (3) MIH or MIH/CCP Lieutenants shall have the authority and may, as deemed necessary by the Chief, temporarily function in any role to which a West Allis Fire Department Lieutenant may be called upon to serve.
  10. This agreement is contingent upon the delivery of a MIH and/or CCP services by the City and shall run concurrent to the collective bargaining agreement between the parties.
  11. This agreement applies to the first three (3) full-time MIH or MIH/CCP Lieutenant positions within the Department and shall be non-precedent setting. Each party reserves its rights with respect to expansion of the MIH and/or CCP program. The City specifically reserves its management rights as set forth in Article III of

the collective bargaining agreement, including but not limited to, the management right to design and implement the MIH and/or CCP program. Local 1004 reserves the right to bargain over the impact of any changes in program design and/or implementation. In the event the program is expanded the Union's right to bargain shall be limited to bargaining over the wages, hours and conditions of employment related to said expansion and shall not involve negotiations over the exercise of managerial rights.

12. Employees engaged in off duty Department mandated MIH or CCP training shall be compensated under Article XI of the collective bargaining agreement. Tuition costs for employees engaged in Department mandated MIH or MIH/CCP training shall be paid by the City.
13. The parties reserve the right to make proposals for change to this MOU during the course of negotiations over any successor collective bargaining agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CITY:**

**FOR LOCAL 1004:**

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