

14.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2009-0024 Resolution In 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 2008-2010

Introduced: 1/20/2009

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

### COMMITTEE RECOMMENDATION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JAN 20 2009			Barczak				
			Czaplewski				
		X	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke				✓
			Roadt				
			Sengstock				
			Vitale	✓			
		Weigel					
			TOTAL	4			1

### SIGNATURE OF COMMITTEE MEMBER

\_\_\_\_\_  
 Chair Vice-Chair Member

### ADOPT

### COMMON COUNCIL ACTION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JAN 20 2009			Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke				✓
			Roadt	✓			
			Sengstock				✓
			Vitale	✓			
		Weigel	✓				
			TOTAL	8			2



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2009-0024**

**Final Action:**  
**JAN 20 2009**

**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 2008-2010

WHEREAS, the current labor agreement with the West Allis Professional Fire Fighters' Association, Local 1004 (WAPFFA-L1004), ended on December 31, 2007; 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, 2008 through December 31, 2010; 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, 2008 to and including December 31, 2010 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\ADMR358

ADOPTED JAN 20 2009  
Paul M. Ziehler  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED ~~1/23/09~~ 1/23/09  
Dan Devine  
Dan Devine, Mayor

## 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 settlement for wages, hours and other conditions of employment for the above-captioned bargaining unit. Modify the terms of the 2006-07 collective bargaining agreement as necessary to accomplish the following changes:

- TERM of CONTRACT: 3 years (January 1, 2008 to December 31, 2010)
- WAGES:

Effective January 1, 2008	2% Increase Across the Board
Effective July 1, 2008	1% Increase Across the Board
Effective January 1, 2009	2% Increase Across the Board
Effective July 1, 2009	1% Increase Across the Board
Effective January 1, 2010	2% Increase Across the Board
Effective July 1, 2010	1% Increase Across the Board
- DIRECT DEPOSIT - all employees shall be enrolled in Direct Deposit no later than the first of the month following ratification of this agreement.
- INSURANCE:
  - DENTAL - effective March 1, 2009, increase Dental Insurance annual maximum benefit from \$1000/person/plan year to \$1,500/person/plan year.
  - PPO PRESCRIPTION DRUG COPAY - effective March 1, 2009, employees shall continue to pay \$10/\$20/\$30 for retail (34 day supply) prescriptions however increase mail order (90 day supply) prescriptions to 2.5 times retail or \$25/\$50/\$75
  - PPO OFFICE VISIT COPAY - effective March 1, 2009, employees shall continue to pay a \$20.00 office visit co-pay however it shall be waived for wellness/routine/preventative services in exchange for removing the maximum plan year out of pocket of \$200/single, \$400/couple, \$600/family
  - PPO ER COPAY - effective March 1, 2009, remove waiving of \$75 copay for doctor directed; maintain waiving for admission or transport by emergency vehicle
  - ELIGIBILITY FOR RETIREE HEALTH INSURANCE – employees hired on or after the first of the month following ratification of this contract must have 15 years of service with the City to qualify for retiree health insurance
- Effective January 1, 2010 increase Rescue Squad pay by \$5.00; the number of sixth (6<sup>th</sup>) column vacation picks shall be limited to 57 and administered as follows:
  - Battalion Chiefs' (BC) picks count toward 57 however they pick their vacations in column 6;
  - Minimum of four (4) Officers, including minimum of one Captain, to be working every day;
  - Minimum of four (4) Paramedics to be working everyday;

SUMMARY OF NEGOTIATED SETTLEMENT  
between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004

Page 2 of 4

CONTINUED: Effective January 1, 2010 increase Rescue Squad pay by \$5.00; the number of sixth (6<sup>th</sup>) column vacation picks shall be limited to 57 and administered as follows:

- All bargaining unit members select their vacations as normal (in columns 1-5);
- All shift members (including the BCs) select Work Reduction days in column 6 until a total of 57 days (including the BC vacations) are filled; column 6 is then closed.
- Effective January 1, 2008 update the following CONTRACT PROVISIONS:
  - Article IV, Sec. 5 – Bulletin Board: delete the double struck-through language from the contract as follows:

"The City will provide the Association the use of a bulletin board at each fire station for the purpose of posting material concerning the following types of subjects: Association meetings, elections, committee reports, rulings or policy statements, ~~recreational and social affairs, employee personal affairs, etc.~~"
  - Article V, Section 3 – Fair Share Agreement: delete the double struck-through language from the contract as follows:

"Such proportionate fee shall be measured by the amount of dues uniformly required of all Association members as certified not less than annually by the Association. ~~The amount deducted and submitted to the Association for such employees who are not members of the Association should not be used in any way by the Association to further the candidacy of any person for political office.~~"
  - Article XXV – Off-Duty Time: insertion of the grey shaded language to the contract as follows:

"The City shall not impose regulations primarily related to wages, hours and conditions of employment upon an employee's off-duty time except in the case of a call back for duty and conduct which..."
  - Article XXVI, Section 1 – Grievance Procedure: insertion of the grey shaded language to the contract as follows:

"Section 1: A grievance shall consist only of a dispute involving the interpretations or application of provisions of this Agreement, including a complaint involving working conditions established by this Agreement and the application of the Fire Department rules and regulations which are primarily related to wages, hours and conditions of employment. The grievance procedure shall not apply to departmental operations and proceedings, disciplinary actions, promotional procedures, job classifications, or any other matter contained in Section 62.13, Wisconsin Statutes, except as provided in Section 4 herein. All matters subject to the provisions of Section 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in accordance with such Statute..."
  - Article XXVI, New Section 4 – Grievance Procedure: incorporate following language:

**"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

SUMMARY OF NEGOTIATED SETTLEMENT  
between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004

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Article XXVI, *New Section 4* – Grievance Procedure continued:

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.
- o Article XXIX – Maintenance of Standards: update contract language to include the insertion of the grey shaded language and deletion of the double struck-through language as follows:

"Except where specifically provided for in this agreement or where subsequently modified as the result of negotiation, all conditions of employment ~~primarily related~~ relating to wages, hours of work, and general working conditions, which have been continuous and are known and sanctioned by the Chief of the Fire Department, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement."

SUMMARY OF NEGOTIATED SETTLEMENT  
between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004

Page 4 of 4

- o Article XXX, Sec. 1: update contract language to include the insertion of the grey shaded language and deletion of the double struck-through language as follows:

"Section 1. Any motions, resolutions, and/or ordinances heretofore adopted by the City Council, which are ~~inconsistent with~~ **contradicted by** the terms of this Agreement, are hereby superseded by this Agreement. Likewise, any rules, regulations, Department Orders and procedures that have been adopted by the chief and/or the Commission, which are inconsistent with the provisions of this Agreement, are hereby superseded by this Agreement."

RATIFICATION:

It is understood that the terms of this Summary have been affirmatively approved by the membership of the West Allis Professional Fire Fighter's Association, Local 1004.

FOR THE COMMON COUNCIL FOR THE  
CITY OF WEST ALLIS:

FOR THE WEST ALLIS PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION:

\_\_\_\_\_, Date \_\_\_\_\_  
Kurt E. Kopplin, Chairperson  
Administration and Finance Committee

\_\_\_\_\_, Date \_\_\_\_\_  
Jeffrey Wiedel, President

\_\_\_\_\_, Date \_\_\_\_\_  
James W. Sengstock, President  
West Allis Common Council

\_\_\_\_\_, Date \_\_\_\_\_  
Peter Rohde, Secretary

  
\_\_\_\_\_, Date 1/22/09  
Dan Devine, Mayor

Please send an executed copy to  
the Clerk's Office with this note  
attached.

Thank you.

Res. No. R-2009-0024  
Date Adopted 1-20-09

Items # 14



## SUMMARY OF NEGOTIATED SETTLEMENT

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**BARGAINING UNIT:** West Allis Professional Fire Fighters' Association, Local 1004

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**SUMMARY OF NEGOTIATED SETTLEMENT**  
**between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004**

Page 3 of 4

**Article XXVI, New Section 4 – Grievance Procedure continued:**

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SUMMARY OF NEGOTIATED SETTLEMENT  
between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004

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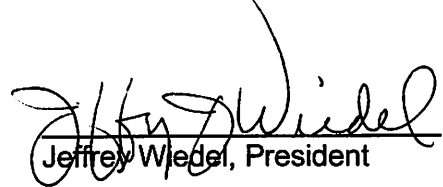
RATIFICATION:

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FOR THE COMMON COUNCIL FOR THE  
CITY OF WEST ALLIS:

FOR THE WEST ALLIS PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION:

  
\_\_\_\_\_, Date 1-20-2009  
Kurt E. Kopplin, Chairperson  
Administration and Finance Committee

  
\_\_\_\_\_, Date 1/9/09  
Jeffrey Wjedel, President

  
\_\_\_\_\_, Date 2-2-09  
James W. Sengstock, President  
West Allis Common Council

  
\_\_\_\_\_, Date 1-20-09  
Peter Rohde, Secretary

  
\_\_\_\_\_, Date 1/23/09  
Dan Devine, Mayor



City of

Please return  
to Clerk's Office  
once the  
req'd signatures  
on the SMS  
have been obtained.

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2009-0024**

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

Thank you

**Final Action:**  
JAN 20 2009

Resolution approving the Summary of Negotiations between the City of West Allis and the West Allis Professional Fire Fighters' Association, Local 1004, for 2008-2010

WHEREAS, the current labor agreement with the West Allis Professional Fire Fighters' Association, Local 1004 (WAPFFA-L1004), ended on December 31, 2007; and,

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WHEREAS, the City and WAPFFA-L1004 have reached a settlement for the three year period of January 1, 2008 through December 31, 2010; and,

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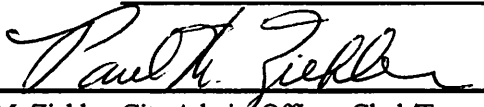
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ADM\ORDRES\ADMR358

ADOPTED

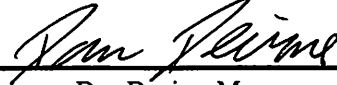
JAN 20 2009



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

~~1/23/09~~ 1/23/09



Dan Devine, Mayor

## SUMMARY OF NEGOTIATED SETTLEMENT

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**BARGAINING UNIT:** West Allis Professional Fire Fighters' Association, Local 1004

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SUMMARY OF NEGOTIATED SETTLEMENT  
between the CITY OF WEST ALLIS and the WAPFFA - LOCAL 1004

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- Effective January 1, 2008 update the following CONTRACT PROVISIONS:
  - Article IV, Sec. 5 – Bulletin Board: delete the double struck-through language from the contract as follows:

"The City will provide the Association the use of a bulletin board at each fire station for the purpose of posting material concerning the following types of subjects: Association meetings, elections, committee reports, rulings or policy statements, ~~recreational and social affairs, employee personal affairs, etc.~~"
  - Article V, Section 3 – Fair Share Agreement: delete the double struck-through language from the contract as follows:

"Such proportionate fee shall be measured by the amount of dues uniformly required of all Association members as certified not less than annually by the Association. ~~The amount deducted and submitted to the Association for such employees who are not members of the Association should not be used in any way by the Association to further the candidacy of any person for political office.~~"
  - Article XXV – Off-Duty Time: insertion of the grey shaded language to the contract as follows:

"The City shall not impose regulations primarily related to wages, hours and conditions of employment upon an employee's off-duty time except in the case of a call back for duty and conduct which..."
  - Article XXVI, Section 1 – Grievance Procedure: insertion of the grey shaded language to the contract as follows:

"Section 1: A grievance shall consist only of a dispute involving the interpretations or application of provisions of this Agreement, including a complaint involving working conditions established by this Agreement and the application of the Fire Department rules and regulations which are primarily related to wages, hours and conditions of employment. The grievance procedure shall not apply to departmental operations and proceedings, disciplinary actions, promotional procedures, job classifications, or any other matter contained in Section 62.13, Wisconsin Statutes, except as provided in Section 4 herein. All matters subject to the provisions of Section 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in accordance with such Statute..."
  - Article XXVI, New Section 4 – Grievance Procedure: incorporate following language:

"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



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Article XXVI, New Section 4 – Grievance Procedure continued:

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.
- o Article XXIX – Maintenance of Standards: update contract language to include the insertion of the grey shaded language and deletion of the double struck-through language as follows:

"Except where specifically provided for in this agreement or where subsequently modified as the result of negotiation, all conditions of employment primarily related ~~relating~~ to wages, hours of work, and general working conditions, which have been continuous and are known and sanctioned by the Chief of the Fire Department, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement."

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- o Article XXX, Sec. 1: update contract language to include the insertion of the grey shaded language and deletion of the double struck-through language as follows:

"Section 1. Any motions, resolutions, and/or ordinances heretofore adopted by the City Council, which are ~~inconsistent with~~ contradicted by the terms of this Agreement, are hereby superseded by this Agreement. Likewise, any rules, regulations, Department Orders and procedures that have been adopted by the chief and/or the Commission, which are inconsistent with the provisions of this Agreement, are hereby superseded by this Agreement."

RATIFICATION:

It is understood that the terms of this Summary have been affirmatively approved by the membership of the West Allis Professional Fire Fighter's Association, Local 1004.

FOR THE COMMON COUNCIL FOR THE  
CITY OF WEST ALLIS:

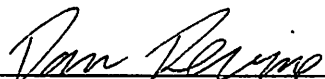
FOR THE WEST ALLIS PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION:

\_\_\_\_\_, Date \_\_\_\_\_  
Kurt E. Kopplin, Chairperson  
Administration and Finance Committee

\_\_\_\_\_, Date \_\_\_\_\_  
Jeffrey Wiedel, President

\_\_\_\_\_, Date \_\_\_\_\_  
James W. Sengstock, President  
West Allis Common Council

\_\_\_\_\_, Date \_\_\_\_\_  
Peter Rohde, Secretary

\_\_\_\_\_, Date 1/22/09  
Dan Devine, Mayor