



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the:	JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE
Date/Time:	November 26, 2024, at 5:15 PM
Location:	City Hall (407 Grant Street) - Council Chambers
Finance Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney
HR Members:	Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting (11/12/2024).
- 2 Discussion and possible action establishing the water utility tax equivalent.
- 3 Discussion and possible action on ARPA funding for Motor Pool rolling stock.
- 4 Discussion and possible action on Production Agreement between Marathon County and City of Wausau.
- 5 Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.
- 6 Discussion and possible action approving and amendment and related budget modification to the Riverside Rail Corridor Remediation and Testing Report.
- 7 Discussion and possible action authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto.
- 8 Discussion and possible action regarding accepting the 2025 Beat Patrol Grant.
- 9 Discussion and possible action approving Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.

JOINT FINANCE AND HUMAN RESOURCES COMMITTEE AGENDA ITEMS

- 10 **CLOSED SESSION** pursuant to Section 19.85(1)(b) of the Wisconsin State statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing the tentative bargaining agreements with the Wausau Professional Police Association and the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.
RECONVENE into Open Session, for discussion and possible action on the approval of the Collective Bargaining Agreements with the Wausau Professional Police Association and the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.

Adjourn

Michael Martens, Chairperson
Becky McElhaney, Chairperson

NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kody.hart2@ci.wausau.wi.us with "Finance Committee Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom 11/20/2024 at 4:00 PM.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

FINANCE COMMITTEE

Date and Time: Tuesday, November 12, 2024, at 5:30 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC) (Excused at 5:42 p.m.), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: MaryAnne Groat, Tammy Statz, Eric Lindman

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:30 p.m.

Minutes of the previous meeting (10/22/2024)

Motion by Henke, seconded by Gisselman, to approve. Motion carried 5-0.

Discussion and Possible Action on approval of the Third Amendment of the American Rescue Plan Act/Catholic Charities Subrecipient Agreement.

Tierney questioned if Catholic Charities would continue winter shelter services. It was stated ARPA funds were not going to winter shelter services instead for year-round shelter services. The winter shelter would continue under the organizations regularly funded programing.

Martens questioned if this funding would be used to continue day services through April. This allocation will be used for those day services based on the estimation to continue such services until the spring.

Motion by Gisselman, seconded by Henke, to approve. Motion carried 5-0.

Discussion and possible action on ARPA funding.

Martens questioned if the purchase of vehicles for the Department of Public Works, which will be purchased regardless, would be overallocated to have a means to recover the unused funds. It was stated the best practice is to overencumber ARPA to be able to spend the federal funds.

Tierney questioned if there were another purchased that was more urgently needed. It was stated it would need to be capital that can be bid and contracted more quickly such as the vehicles. Tierney stated other departments should also have the ability to seek this funding.

Martens stated consensus to bring a purchase proposal to the committee in time to allocate the purchases to ARPA.

Gisselman is excused from the rest of the meeting.

Discussion and possible approval of 3% COLA for non-represented employees.

Henke questioned if this was baked into the budget already. It was stated this was included in the 2025 budget and a resolution would be brought forward at the next Common Council meeting to approve.

Motion by Henke, seconded by Tierney, to approve. Motion carried 4-0.

Discussion and possible action approving a professional services sole source request for the Business Campus Trail real estate services.

Henke questioned if any of the land in the business park was owned by the city. It was stated a project plat would be put together to determine the path outline and the owners of each property for temporary and permanent easements.

Motion by Tierney, seconded by Henke, to approve. Motion carried 4-0.

Adjourn

Motion by Henke, seconded by McElhaney, to adjourn the meeting. Motion carried. Meeting adjourned at 5:46 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=wx9OfZWFlI>

RESOLUTION OF THE FINANCE COMMITTEE

Establishing the 2025 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin

Committee Action: Approved 5-0

Fiscal Impact: no change

File Number: 23-1121

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Wausau Water Works</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$1,590,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Financed through user fees</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, Wisconsin Statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest and debt service fund requirements, local and school tax equivalents, additions and improvements and other necessary disbursements or indebtedness; and

WHEREAS, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

WHEREAS, a municipality’s governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than allowed under PSC 109.02, Wis. Administrative Code; and

WHEREAS, the City of Wausau Finance Committee recognizes the financial limitations of the Wausau Water Works water utility due to the new treatment plant and wishes to smooth the user rate structure; and

WHEREAS, your Finance Committee has developed a 2025 budget that maintains the prior year tax equivalent revenue budget for the general fund in the amount of \$1,590,000 and wishes to establish the 2025 tax equivalent for the same; and

WHEREAS, for clarification, the flat tax equivalent of \$1,590,000 authorized in this resolution, is the tax equivalent reported to the Public Service commission for the year 2025; and

NOWTHERE BE IT RESOLVED, the Finance Committee and the Wausau Water Commission will report back to the Common Council in August of 2024 on the impact of this set flat tax equivalent on the water and sewer rates; and

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the tax equivalent payment from the water utility be set at \$1,590,000 for the year 2025; and

BE IT FURTHER RESOLVED, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

Doug Diny, Mayor



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: November 26, 2024

SUBJECT: Fleet Purchases – Remaining ARPA

Previous discussions with the committee resulted in direction to staff to provide options for using remaining APRA funds for needed fleet purchases. Below is a list a fleet purchase priorities that may commit the remaining ARPA funding. Staff has prioritized the equipment, and the highlighted equipment may be used to commit remaining APRA funds prior to the deadline of December 31, 2024. A couple purchase priorities cannot use ARPA because the equipment will need to be formally bid, and the bid process will push us beyond the end of year deadline to commit ARPA funds.

Priority	Equipment	Estimate	Notes	Purchasing Type
1	Flail Mower w/attachments	\$53,224	Already have power unit, borrow/rental options not available	Co-op
2	Airport snowblower	\$28,000.00	Unit is worn-out. DPW has to send staff to snowblow when unit is down.	Co-op
3	Storm sewer truck	\$105,000.00	Parts not available. No other options. Rentals not available.	Co-op
4	Electrician trucks-work body, sign board, lift-gate	\$101,000.00	20+ years old. Lives in salt. Annual fabrication on rotten areas.	Bid
5	Stacking conveyor	\$95,000	20+ years old. Starting to rot, but in better condition vs stacker.	Bid
6	Airport tractor	\$250,000.00	30+ yrs old. Also a back up to open frozen storm sewers.	Co-op
7	Airport broom	\$100,000.00	Aged out. Recent major repairs. But easy workload/life.	Co-op
8	1-ton truck with plow/spreader	\$130,000	18 years old. Worn out. Box will need repairs.	Co-op
9	Feeding conveyor	\$60,000	Still needed for small projects. Drums are tapered/worn. Needs rebuild.	Co-op
10	1-ton truck - basic dump body	\$100,000		Co-op

11	Pressure washer trailer	\$27,000.00	18+ yrs old. Parts are available. Needed major frame repairs.	Co-op
12	Genie lift	\$62,000.00	Unit is aged out. Can be a challenge to get parts, but is still in usable condition.	Co-op
	Total =	\$1,111,224.00		
	Priority items for ARPA =	\$826,224.00		

To: Finance Committee
From: Randy Fifrick, Interim Development Director
Date: November 14, 2024
Re: Wausau Area Access Media (WAAM) Production Agreement with Marathon County



Our Production Agreement with Marathon County expires at the end of the year. This agreement provides WAAM employees to produce Marathon County meetings which are broadcast on public access and Youtube.

My understanding is that the City has not raised our production rate since around 2016. Over that time, we have increased our pay rate for our employees and need to look at an increase in our rate to cover this cost.

I've worked with Marathon County Administrator Lance Leonhard to negotiate a two-year extension to our agreement at the same rate for 2025 (\$30 per hour) and an increase to \$35 per hour in 2026.

PRODUCTION AGREEMENT BETWEEN MARATHON COUNTY AND CITY OF WAUSAU

This Agreement is dated this ____ day of _____, 2024 and is by and between Marathon County, hereinafter referred to as "COUNTY" and the City of Wausau, hereinafter referred to as "CITY."

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

TERMS

The term of this Production Agreement shall be from January 1, 2025 through December 31, 2026. Either party may terminate the agreement with a five (5) day written notice to the other party.

SCOPE OF WORK

It is the intent of this Agreement that CITY will provide, at minimum, a one camera, one person shoot and recording through digital format of a meeting or event, which includes production work, and broadcast live those meetings or events when a connection is available, notwithstanding technical difficulties which would prevent a live broadcast. Further, the digital recording of the meeting or event shall be posted to an online source for on demand viewing as outlined in the "Access" section below. "Production" includes the setup and take down of equipment, the actual recording of the event, and post recording editing work to produce a finished DVD of the recording. The final production will represent the meeting or event in its entirety.

COST

CITY agrees to provide to the COUNTY the production of all county board educational and voting meetings, and all standing committee meetings at the rate of \$30 per hour for 2025. Commencing January 1, 2026, the rate shall increase to \$35 per hour. Time will be billed in 15 minute increments and starts when staff arrives, which is usually thirty minutes before the meeting and stops when staff leaves, up to 30 minutes after the meeting. Closed session time is counted as meeting time. In 2025, for meetings that occur outside of the city limits of the City of Wausau, CITY will bill the COUNTY at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. This rate will increase to \$35 per hour commencing January 1, 2026. With a minimum one (1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above. Time will be invoiced at the end of each calendar quarter with payment due within 30 days of receipt.

CITY requires one week advance notice of any change in meeting dates, unless otherwise agreed upon by both parties in writing.

RECORD

One (1) copy of any recording produced under this Agreement will be delivered to the Marathon County Clerk.

OWNERSHIP

COUNTY shall own DVDs containing recordings and their content but agrees to let CITY sell copies of recorded events in the form of DVDs or electronic files. CITY agrees to sell the DVD copies for a fee that covers only its costs.

ACCESS

All productions will be rebroadcast at a minimum of one (1) time a week until the next meeting of the same type replaces it on the schedule.

Once the production has been produced, it will be available for viewing on demand, on the Marathon County Board YouTube Channel, and the City Video On Demand website, which Wausau Area Access Media manages.

REPRESENTATIVE

City of Wausau: Randy Fifrick
407 Grant Street
Wausau WI 54403

Marathon County: Lance Leonhard
500 Forest Street
Wausau, WI 54403

This covers all the terms of the Agreement and any changes or amendments to the Agreement shall be reduced to writing by both parties and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

MARATHON COUNTY

CITY OF WAUSAU

Lance Leonhard, County Administrator

Doug Diny, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:
Anne L. Jacobson
City Attorney



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Memo

To: Finance Committee and Common Council Members
From: Jeremy Kopp, Fire Chief
Date: 11/12/2024
Subject: Discussion of Sale of Wausau Fire Department Ladder 2 and Potential Replacement Purchase

Purpose:

This memo is to bring forward a discussion regarding the sale of Wausau Fire Department's Ladder 2, the involvement of Brindlee Mountain Fire Apparatus to facilitate the sale, and the potential purchase of a replacement vehicle to meet current operational standards.

Background:

Ladder 2, a critical piece of equipment in the Wausau Fire Department's fleet, has been involved in a significant legal matter following an injury to one of our firefighters in March 2024. Given the ongoing litigation associated with the vehicle, coupled with the need to maintain high standards of safety and operational effectiveness, I am recommending the sale of Ladder 2 and the acquisition of a replacement apparatus that meets our department's needs.

Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, has been identified as a potential partner in facilitating the sale of Ladder 2. Brindlee Mountain has extensive experience in brokering fire apparatus transactions and could assist us in securing a fair market price for the vehicle.

Key Considerations:

1. **Litigation Impact:** The ongoing legal matters associated with Ladder 2 have created operational and liability concerns. The sale of the vehicle would allow the department to resolve these issues and avoid further complications related to its continued use.



2. **Replacement Apparatus:** The Wausau Fire Department remains committed to providing high-quality service to the community. A replacement vehicle will be procured that meets the same operational standards as Ladder 2, ensuring no compromise to safety or response capabilities. We will ensure the replacement vehicle is compatible with the department's needs and meets all safety and regulatory requirements.
3. **Brindlee Mountain Fire Apparatus:** Partnering with Brindlee Mountain provides us access to a vast network of potential buyers and ensures the sale is conducted in a professional and efficient manner. Brindlee Mountain's track record of successful transactions and industry expertise will help us secure a reasonable price for Ladder 2.
4. **Financial Implications:** The sale of Ladder 2 will offset some of the cost of purchasing the replacement vehicle. Additionally, by removing a vehicle with potential legal and maintenance concerns from our fleet, we will reduce future liability and operational disruptions. The financial details will be outlined in future discussions as we move toward selecting a replacement apparatus.

Recommendation:

I recommend that the Finance Committee and Common Council approve the sale of Ladder 2 through Brindlee Mountain Fire Apparatus and authorize the Fire Department to move forward with securing a replacement vehicle that meets the same operational standards. This action will allow us to address ongoing litigation concerns, enhance operational safety, and continue to provide exceptional service to our community.

Next Steps:

- Discussion and feedback from the Finance Committee and Common Council.
- Review of potential sale terms with Brindlee Mountain Fire Apparatus.
- Selection of a replacement vehicle based on the Fire Department's specifications.
- Final approval and authorization for the sale and purchase transaction.

I look forward to discussing this matter further and welcome any questions or suggestions.



BRINDLEE MOUNTAIN FIRE APPARATUS
15410 Hwy 231 Union Grove AL 35175 • 256-776-7786

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20____:

Apparatus: _____ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: _____ ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller:

[insert seller name above]

By: _____
Name: _____
Title: _____
Date: _____

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name: _____
Title: _____
Date: _____

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving sale of Wausau Fire Department Ladder 2 and potential replacement purchase.	
Committee Action:	Pending
Fiscal Impact:	
File Number:	24-1108
Date Introduced:	November 26, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Ladder 2, a critical piece of equipment in the Wausau Fire Department’s fleet, was involved in a significant legal matter following an injury to a firefighter in March of 2024; and

WHEREAS, given the ongoing litigation associated with the vehicle, combined with the need to maintain high standards of safety and operational effectiveness; it is being recommended to sell Ladder 2 and acquire a replacement apparatus that meets the Fire Department’s needs; and

WHEREAS, Section 3.14.020 of the Wausau Municipal Code permits sale of items of special or limited interest to be advertised in order that a fair market sale is realized; and

WHEREAS, the Fire Department is looking to utilize Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, to sell Ladder 2; and

WHEREAS, your Finance Committee, on November 26, 2024, discussed and recommended the sale of Ladder 2 and the acquisition of a replacement apparatus.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves the sale of Ladder 2 and the acquisition of a replacement vehicle.

Approved:

Doug Diny, Mayor

Dept. of Public Works & Utilities



Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: November 26, 2024

SUBJECT: Riverside Park Soil Remediation – **Budget Modification Request \$22,500.00**

The WDNR issued a Responsible Party letter to the City in November 2019 due to dioxin contamination in Riverside Park. The Responsible Party letter required the City to prepare a Site Investigation Report (SIR) and perform further investigation and delineate the extent of the dioxin contamination in the area. The City completed the site investigation in 2022 and completed a Remedial Action Options Report (RAOR). The RAOR was accepted by the WDNR and the City prepared a bid package for remediating the contaminated area and the work was bid in April 2023. Construction remediation and soil removal took place in 2023 along with some confirmation soil sampling. Two of the confirmation soil samples (S45 and S46) showed exceedances of the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. In May 2024 the City approved a budget modification to complete additional soil removal and disposal along with more confirmation soil sampling. Based on the latest round of confirmation soil sampling, 7 samples exceeded the WI NR720 Non-Industrial direct contact limits. The proposed work will perform additional soil remediation. Soil will be removed and landfilled with new soil brought in to complete the remediation. The work to remove and landfill the soils will need to be formally bid, as part of the below costs REI will prepare the bid package specifications and plans.

A summary of the project budget, including this proposed work, is outlined below. The proposed costs associated with this proposed remediation and final closure of the site is attached for your reference and information. The funds to cover this budget modification are proposed from the Environmental Fund.

Budget & Cost Summary	
Item Description	Cost
Initial Bid (Construction)	\$62,086.36
Initial Bid (Engineering)	\$86,950.00
Budget Mod 1 (Construction)	\$10,139.67
Budget Mod 1 (Engineering)	\$11,856.59
Sub-Total =	\$171,032.62
Budget Mod 2 (Construction)	\$20,025.00
Budget Mod 2 (Engineering)	\$5,525.00
Sub-Total =	\$25,550.00
Budget Mod 3 (Construction)	TBD
Budget Mod 3 (Engineering)	\$22,500.00
Sub-Total =	\$22,500.00
Total Project =	\$219,082.62
Original Budget	\$154,000.00
Total Budget Modification	\$22,500.00



REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

REMEDIAL EXCAVATION OVERSIGHT & REPORT PREPARATION (SPRING 2025)

SUBJECT PROPERTY:
RIVERSIDE RAIL CORRIDOR
132 RIVER STREET
WAUSAU, WI



Submitted To:

City of Wausau

Attn: Mr. Eric Lindman, P.E.

407 Grant Street

Wausau, WI 54403-4783

November 19, 2024

Prepared By:

REI Engineering, Inc.

4080 N 20th Avenue

Wausau, WI 54401

(715) 675-9784

**COMPREHENSIVE
SERVICES WITH
PRACTICAL
SOLUTIONS**



Why Choose REI?



CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

*What are our
clients saying?*

Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.



Would you
hire REI again?

100%



Did REI meet your
expectation on the
quality of service?

99.6%



99.4%



Did REI meet
your deadlines?

99%

Did REI keep you
informed on
project progress?

How would you rate REI out of 5 stars?



"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

*Northcentral Technical
College*

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

Ruder Ware

"I had an outstanding experience working with REI from start to finish. REI is very knowledgeable and did an excellent job keeping me informed on the progress of the job." *Jon Thompson, Etco Electric Supply, Inc.*

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at Incredible Bank would say REI is incredible."

Incredible Bank

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

Greenheck Fan Corporation

REIengineering.com

What REI Can Do For You

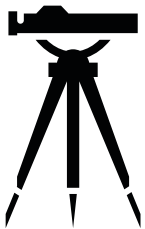
REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training

“From the first phone call to REI to the completion of the inspection, REI has kept us informed of every step that needed to be completed and when it was scheduled. REI understood the urgency of our situation and was instrumental in making sure communication with the WI DNR and the Town of Roosevelt was shared. We would highly recommend REI!!!

*Cheryl Ustianowski,
Town of Roosevelt*

“It was very easy to work with REI, they were very prompt with getting in touch with me on where our project was at all times. It exceeded my expectations as to how fast it all got done. I thought it was very nice how the owner took the time to come in and introduce herself to me and just chat when I came down for our first meeting, to me, that goes a long ways. I would definitely recommend your service to anyone I know. Thanks again”

REI provided survey and design services for our company. Our project included a site survey and topographic survey, zoning compliance services, design services which included consideration for relocation of tractor/trailer access to loading docks, location of new septic mound system, erosion control plan including a storm water retention pond and building expansion. A Storm Water Management Plan was developed for our company. We initially consulted with Tom Radenz and Mike Mohr was the Project Engineer that worked on our project. Mike was very professional and knowledgeable - he was responsive to our questions/changes and was considerate of timing requirements. He attended and presented at town meetings on our behalf and was a pleasure to work with. We were very happy with the services provided by REI for our project.”

Goetsch's Welding & Machine, Inc.”

INTRODUCTION

On September 24, 2019, TRC Solutions submitted Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and were collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL).

On November 21, 2019, the City of Wausau received a “Responsible Party Letter” for contamination identified within the former rail corridor located at the south end of Riverside Park. This letter required the City of Wausau to conduct a site investigation for Dioxin/Furan contamination related to soil samples along the riverside rail corridor. The source was suspected to be the railroad ties.

In April 2020, September 2020, and May 2021; REI Engineering, Inc. (REI) personnel collected a total of fifty-six (56) soil samples from the railroad corridor and southern end of Riverside Park surrounding the discharge of a stormwater culvert. The analytical results were submitted to the WDNR Project Manager.

In September 2021, REI submitted a Site Investigation Report with Technical Assistance Request summarizing the results of the site investigation in accordance with Wisconsin Administrative Code (WAC) Chapter NR716. The report identified soil contamination, exceeding the WAC Chapter NR720 Direct Contact RCLs exists on the subject property. The extent of unsaturated soil contamination appears to have been adequately defined on the subject property. Based on these results, REI recommended remedial actions be taken to address unsaturated soil contamination exceeding the WAC Chapter NR720 direct contact RCLs. The WDNR completed the technical review and approved the Site Investigation Report in November 2021.

In June 2022, REI submitted a Remedial Action Options Report summarizing remedial action options to address identified soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs present on the site. Based upon the effectiveness, technical feasibility, cost, and estimated time to site remediation and closure, REI recommended soil excavation and landfilling of the excavated materials as the preferred remedial action for the site. Prior to disposal of the contaminated materials, the Marathon County Landfill required additional soil sampling for the landfill’s Protocol 1 to determine that the excavated materials could be

disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

In September 2022, October 2022, and November 2022; REI personnel collected a total of eighteen (18) soil samples from the proposed excavation boundaries to insure the proposed excavation boundaries would capture all Dioxin/Furan contamination exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. After the initial sampling conducted in September 2022, additional sampling was completed due to exceedance identified resulting in the proposed excavation area being increased. These samples were utilized as the excavation confirmation soil samples for the sidewalls of the excavation.

Between July 17, 2023, and July 21, 2023, 1,827.14 tons of contaminated soil was excavated and transported to the Marathon County Landfill for disposal. REI personnel collected twenty-five (25) additional confirmation soil samples from the previously unsampled sidewalls and base of the soil excavation. Laboratory analysis identified five (5) confirmation soil samples with concentrations of select Furan compounds exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. Soil sample S27 was collected from below the direct contact zone and can be managed through continuing obligations. Soil samples S29, S37, and S36 were collected from the south-southwestern excavation boundary and appear to represent contamination on adjacent properties. Soil sample S33 was collected from the sidewall of the lower portion of the excavation at depths ranging from two (2) to three (3) inches below land surface. Due to the location and shallow depth of contamination, REI is recommending additional remediation to remove the identified soil contamination near soil sample S33.

On October 12, 2023, REI personnel conducted a limited hand excavation with 1.89 tons of contaminated soil excavated and transported to the Marathon County Landfill for disposal. The excavation was completed in a half circle shape along the July 2023 soil excavation boundary and centered on soil sample S33. Three (3) confirmation soil samples were collected and submitted for laboratory analysis. The two (2) sidewall samples, S45 and S46, identified exceedances of the WAC Chapter NR720 Non-Industrial Direct Contact RCLs.

On January 24, 2024, REI submitted an Excavation Documentation Report to the WDNR summarizing the remedial actions taken at the site and requesting the WDNR determine if the City of Wausau was responsible to investigate residual soil contamination beyond the subject property boundaries.

On April 24, 2024, REI and City of Wausau personnel met with the WDNR Project Manager to discuss the WDNR's review of the Excavation Documentation Report and determination of the City of Wausau's responsibility for contamination beyond the subject property's boundaries. The WDNR determined the City of Wausau was not responsible for contamination beyond the subject property's boundaries, but additional investigation and remediation would need to be conducted in the area of soil samples S45 and S46.

On July 1, 2024, REI personnel collected a total of twenty-four (24) soil samples west, south and east of the existing excavation boundaries in the vicinity of excavation soil samples S45 and S46. Fourteen (14) of the collected soil samples were submitted to a State of Wisconsin certified laboratory for analysis of EPA Method 1613B analysis of seventeen (17) dioxins. Concentrations of 2,3,4,7,8-PeCDF exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCL were identified in seven (7) soil samples collected within the Riverside Park boundaries.

Based on the laboratory analytical results, REI has recommended additional soil excavation to remediate residual soils impacted by 2,3,4,7,8-PeCDF exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCL in the area of soil sample locations S45, S46, P23, P27, and P32. The proposed excavation would cover an area of 710 square feet and be completed to 4 feet below land surface. In total 105 to 110 cubic yards of impacted soil will be excavated and hauled to the Marathon County Landfill in Ringle, WI for disposal. Prior to completion of the excavation, trees and brush would need to be removed from the excavation area. Following completion of the excavation, the area would be backfilled with borrow, capped with at least six (6) inches of topsoil, seeded, and erosion control matting installed

The purpose of the following scope of services will be to provide oversight of the excavation activities to be completed by the City of Wausau's selected contractor. The oversight includes additional confirmation soil sampling. The scope of services also includes preparation of a Remedial Action Report and Case Closure Request along with required WDNR Fees.

SCOPE OF WORK

1. REI personnel will submit the prepared Additional Remedial Action Plan report to the WDNR along with a Technical Assistance Request and associated fee. The WDNR will respond with formal response to the proposed remedial plan.
2. REI personnel will assist City of Wausau personnel with preparation of bid documents.
3. REI personnel will assist City of Wausau personnel with formal bid questions submitted by prospective contractors as part of the bid process.
4. REI will coordinate with City of Wausau personnel concerning contractor selection. After a contractor has been selected, REI will coordinate with the selected contractor concerning start date of the excavation.
5. REI personnel will stake the excavation boundaries prior to the contractor beginning site preparation. If required, REI personnel will re-stake the excavation boundaries following completion of site preparation by the contractor to ensure accuracy of the excavation boundaries. Up to two (2) staking events have been included in the estimated proposal costs.
6. REI personnel will document the excavation activities conducted at the site during all stages. Documentation will be utilized for preparation of a Remedial Action Report and Case Closure Request. Please note, as the excavation contractor has not been selected, this proposal uses the assumption the excavation and site restoration will be completed over up to one (1) week, with five (5), eleven (11) hour days per week. Based on the previously completed soil excavation, REI does not believe dust monitoring is necessary for the limited additional excavation proposed.
7. REI personnel will also collect up to two (2) confirmation soil samples from the base of the excavation. Confirmation soil samples were collected prior to the excavation from the northern, western, and eastern sidewalls in 2024 as part of the additional site investigation completed by REI.
8. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.

9. REI will prepare a Remedial Action Report as required under Wisconsin Administrative Code Chapter NR724.15. This report will summarize the soil excavation and site restoration. The report will be submitted to the WDNR Project Manager along with a Technical Assistance Request and fee in order to receive a formal response from the WDNR regarding the completeness of the site remediation. *Please note, REI has included estimated costs for preparation of a Remedial Action Report as optional. Due to the limited nature of the excavation the data included in the Remedial Action Report would be included in the Case Closure Request as an alternative.*
10. REI will prepare a Case Closure Request. The Case Closure Request is required to be completed to move the site to closure with the WDNR. The Case Closure Request requires the submittal of a review fee and any applicable database fees. Once the WDNR has accepted the case closure request, the WDNR will issue a remaining actions letter if remaining actions are required prior to final case closure. If no remaining actions are identified by the WDNR or once the remaining actions are completed, the WDNR will issue a final case closure letter.
11. Please note, due to the very limited option for field screening dioxin contamination in soils with accuracy, there is a possibility the confirmation soil samples may identify contamination which would require additional remediation. REI has attempted to limit this possibility by collecting additional soil samples to verify the lateral extent of the contamination and adjust the excavation boundary. REI will review the laboratory analytical results for the confirmation soil samples and notify the City of Wausau if additional remediation or any institutional control is necessary to move the site towards closure.

EXEMPTIONS

Any additional remediation beyond the currently planned remedial excavation necessary is not included in this proposal.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule.



Professional Services Agreement

Proposed Services: Remedial Excavation Oversight & Report Preparation
(Spring 2025)

Site Name: Riverside Park, 132 River Street, Wausau, WI

Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant Street,
Wausau, WI 54403

Date: November 19, 2024

REI Project No.: 9073

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

REI has relied on the following understanding in preparing the Work Scope and basis of payment: Site Investigation Report, Remedial Action Options Report, Excavation Documentation Report, Additional Remediation Action Plan

REI will provide the following deliverables: Request for proposal preparation assistance, excavation oversight, case closure preparation

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced on a monthly basis. REI has estimated the costs for the additional scope of work as follows.

Subcontracted Services

Laboratory Analysis – Soil Samples – 2 samples in Riverside Park	\$1,900.00
Waste Disposal (Decon Water)	\$250.00

Professional Consulting Services

Excavation Oversight [up to 1 week, 5 days per week, 11 hours per day]	\$7,300.00
Excavation Surveying [Staking (up to 2 times) and aerial photo collection]	\$1,050.00
Report Preparation – Excavation Report (<i>optional</i>)	\$3,000.00
Report Preparation –Case Closure Request	\$3,750.00
Project Management & Administrative	\$2,500.00

Regulatory Fees

WDNR Technical Assistance Request – Additional Remediation Action Plan	\$1,050.00
WDNR Technical Assistance Request – Excavation Report (<i>optional</i>)	\$350.00
WDNR Case Closure Review and Database Fees	\$1,350.00

Estimated Project Total \$19,150 - 22,500.00

General Conditions: See "General Conditions"

Advanced Payment: N/A

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Phone number: _____

Date: _____

REI ENGINEERING, INC.:

Signature: _____

Printed Name: Matthew C. Michalski, P.G.

Title: Hydrogeologist/Project Manager

Date: _____

PART I: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving budget modification for additional soil removal for the Riverside Rail Corridor and Park Remediation, BRRRTS # 02-37-584785

Committee Action: Fin

Fiscal Impact: \$22,500

File Number:

Date Introduced: Nov 26, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Rate Revenue</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$22,500</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$22,500</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the necessary testing and compliance documentation has been conducted on the Riverside Park remediation site and the Remedial Action Options Report was accepted by the Wisconsin DNR; and

WHEREAS, remediation work was originally bid and original costs were \$149,036 and a budget of \$154,000 was approved; and

WHEREAS, previously approved budget modifications were \$6,550 and \$10,482.62 and \$25,550 for a current total project amount of \$196,582.62; and

WHEREAS, the WDNR has requested additional soil removal and the proposed cost to complete the engineering work, bid the soil removal, oversee the removal work and complete closure of the site is \$22,500 bringing the total project amount to \$196,582.62; and

WHEREAS, the WDNR has requested additional soil removal and the proposed cost to complete the engineering work, bid the soil removal and oversee the removal work is \$22,500 bringing the total project amount to \$219,082.62; and

WHEREAS, your Finance Committee recommended approval of the budget modification in the amount of \$22,5500;

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

Approved:

Doug Diny, Mayor



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
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Minneapolis
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St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

November 14, 2024

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Bond Resolution - \$4,520,256 City of Wausau Sewer System Revenue Bonds,
Series 2024 (Clean Water Fund Loan) (the "Revenue Bonds")

Dear Maryanne:

Enclosed for consideration at the November 26, 2024 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Clean Water Fund Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

QB\93150167.1

Ms. Maryanne A. Groat
November 14, 2024
Page 2

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return it to us.

Please return one executed copy of the Resolution, the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaire to us by an overnight delivery service immediately after the meeting so that we receive them no later than **Monday, December 2**. A copy of the Resolution should be incorporated into the minutes of the November 26, 2024 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5790.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating / TAB

Bridgette J. Keating

BJK:JPL:TAB

Enclosures

#940025.00116

cc: Kaitlyn A. Bernarde (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Eric Lindman (w/enc. via email)
Ben Brooks (w/enc. via email)
Thomas Niksich (w/enc. via email)
Greg Schanen (w/enc. via email)
Diane Thoune (w/enc. via email)
Susan Wojtkiewicz (w/enc. via email)
Phil Cosson (w/enc. via email)

Brian Roemer (w/enc. via email)
Aaron Heintz (w/enc. via email)
Katherine C. Miller (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Michelle Brietzman (w/enc. via email)
Jacob P. Lichter (w/enc. via email)
Tracy Berrones (w/enc. via email)

\$4,520,256
City of Wausau, Wisconsin
Sewer System Revenue Bonds, Series 2024

CLOSING CERTIFICATE

Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the City of Wausau, Marathon County, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting Mayor and City Clerk of the Municipality and have been such at all times pertinent to the authorization and delivery of the "Sewer System Revenue Bonds, Series 2024" of the Municipality (the "Bonds").
2. We have executed and sealed the negotiable, fully-registered Bonds. The Bonds are in the aggregate principal amount of \$4,520,256, are dated December 11, 2024, and are numbered from 1 upward. The Bonds mature in installments of principal due on May 1 of each of the years 2027 through 2044, and bear interest at a rate of 2.645% per annum. We were duly authorized to execute the same.
3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled: "Resolution Authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" (the "Bond Resolution"). The Bond Resolution was duly adopted by the Common Council of the Municipality (the "Governing Body") on November 26, 2024. The Bond Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.
4. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the November 26, 2024 meeting of the Governing Body of the Municipality, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.
5. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the November 26, 2024 meeting of the Governing Body wherein the Governing Body adopted the Bond Resolution.
6. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Bond Resolution.
7. Attached in the Closing Transcript is a Specimen Bond. The signatures of Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the Municipality, are their respective true signatures, and the seal of the Municipality appearing on the Bonds is an accurate impression or facsimile of the seal of the Municipality.

8. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Bonds; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

9. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

10. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the Mayor and the City Clerk of the Municipality, to execute bonds of the Municipality.

11. Each meeting of the Governing Body or any committee of the Municipality at which the Bond Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting or duly-called special meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

12. The meeting of the Governing Body was held on November 26, 2024, at which a quorum was present throughout. The Governing Body consists of 11 Alderpersons. At such meeting, the Bond Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

13. The City Clerk of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in a separate record book as required by law. This record has been available for public inspection during normal business hours at the City Clerk's office in the Municipality and no person was denied the right to inspect or duplicate it.

14. We have reviewed the Additional Bonds Certificate, the No Arbitrage Certificate, the Bond Resolution and the Form 8038-G, all appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made in each respective document are true and correct.

15. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin the issuance or delivery of any of the Bonds, or (ii) in any way contesting or affecting the validity of the Bonds or the Bond Resolution.

16. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Sewer System.

17. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked or rescinded. No petition has been filed requesting that the Bonds not be issued.

18. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Sewer System derived from the issuance and sale of the Bonds shall inure to the benefit of or be distributable to any official of the Sewer System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Sewer System.

19. Based on our inquiry, information and belief, no official of the Sewer System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Bonds.

20. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

21. The Bonds are payable only from and secured by a pledge of the income and revenues of the Sewer System of the Municipality; and do not constitute an indebtedness of the Municipality within any constitutional or statutory limitation.

22. There are no obligations outstanding payable from a pledge of the income and revenues of the Sewer System of the Municipality, other than the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017, Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019, Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020, and the Bonds.

23. The Municipality is not in default on any borrowed money obligation.

24. The Municipality has received a disbursement of Bond proceeds from the State on the date of this Certificate, representing the purchase price of the Bonds as provided in the Bond Resolution.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Municipality as of December 11, 2024.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

Exhibit A

Attachment to IRS Form 8038-G

**CITY OF WAUSAU
(E.I.N. 39-6005648)
SEWER SYSTEM REVENUE BONDS, SERIES 2024
DATED DECEMBER 11, 2024**

- Line 38a** Proceeds of another tax-exempt issue(s) issued by the State of Wisconsin (E.I.N. 39-6028867) may be used to make the initial or future disbursements of proceeds on this issue for nonrefunding purposes, but the date of such issue(s) and amount, if any, are unknown at this time.
- Line 38b** See above.
- Line 38c** See above.
- Line 38d** See above.

\$4,520,256
City of Wausau, Wisconsin
Sewer System Revenue Bonds, Series 2024

ADDITIONAL BONDS CERTIFICATE

The undersigned City Clerk of the City of Wausau, Marathon County, Wisconsin (the "City") hereby certifies, in connection with the issuance of the City's Sewer System Revenue Bonds, Series 2024, dated December 11, 2024 (the "Bonds"), that:

1. (a) Pursuant to a resolution adopted on November 14, 2017 (the "2017D Resolution"), the City issued its Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 (the "2017D Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2017D Bonds (Section 7).

(b) Pursuant to a resolution adopted on September 10, 2019 (the "2019C Resolution"), the City issued its Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 (the "2019C Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2019C Bonds (Section 7).

(c) Pursuant to a resolution adopted June 9, 2020 (the "2020C Resolution"), the City issued its Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020 (the "2020C Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2020C Bonds (Section 11).

The 2017D Bonds, the 2019C Bonds and the 2020C Bonds shall collectively be referred to as the "Prior Bonds". The 2017D Resolution, the 2019C Resolution and the 2020C Resolution shall collectively be referred to as the "Prior Resolutions".

2. Such conditions are met in connection with the issuance of the Bonds, as follows:

(a) The Net Revenues (as defined in the Prior Resolutions) of the City's Sewer System for Fiscal Year 2023 were in an amount at least equal to the maximum, which is greater than the average, annual interest and principal requirements on the Prior Bonds and the Bonds (\$5,373,793) times 1.25 (\$6,717,241), as follows:

Gross Earnings:	\$11,554,183
Less Current Expenses:	<u>4,317,152</u>
Net Revenues:	\$ 7,237,031

1.25 is the highest debt service coverage ratio to be required with respect to the Prior Bonds and the Bonds (which are the only obligations payable from the revenues of the Sewer System currently outstanding).

(b) The payments required to be made into the funds and account enumerated in Section 4 of the 2017D Resolution and the 2019C Resolution (including the Reserve Account, but not the Surplus Fund) and in Section 6 of the 2020C Resolution have been made in full.

(c) The Resolution authorizing the Bonds provides that the Bonds shall mature on May 1 of each year and that interest thereon is payable semiannually on May 1 and November 1 of each year.

(d) The Bonds are not secured by the Reserve Account securing the 2017D Bonds and the 2019C Bonds.

(e) The proceeds of the Bonds will be used only for the purpose of providing additions, extensions and improvements to the Sewer System.

Dated December 11, 2024.

CITY OF WAUSAU, WISCONSIN

Kaitlyn A. Bernarde
City Clerk

IN WITNESS WHEREOF, the CWF and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Doug Diny
Mayor

Attest: _____
Kaitlyn A. Bernarde
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

\$4,520,256
City of Wausau, Wisconsin
Sewer System Revenue Bonds, Series 2024

NO ARBITRAGE CERTIFICATE

The undersigned officers of the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby certify as follows with regard to the Municipality's issuance of up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, dated December 11, 2024 (the "Bonds").

I. IN GENERAL

1.1 Authority. The undersigned are officers of the Municipality charged by law and a resolution adopted by the Common Council of the Municipality on November 26, 2024 authorizing the issuance of the Bonds (the "Bond Resolution") with responsibility for issuing the Bonds and are acting for and on behalf of the Municipality in executing this Certificate.

1.2 Nature of Certificate. This Certificate accompanies the transcript of proceedings for the issuance of the Bonds and describes the Municipality's reasonable expectations as of this date, regarding the amount and use of the proceeds of the Bonds (the "Bond Proceeds").

1.3 Date of Certificate. This Certificate is made as of the date of issue, that is, the date on which there is a physical delivery of some or all of the Bonds in exchange for an amount of the purchase price for the Bonds exceeding the lesser of \$50,000 or five percent of the issue price of the Bonds.

II. PURPOSE

2.1 Governmental Purpose. The Bonds are being issued for the governmental purpose of constructing improvements and extensions to the sewer system (the "Sewer System") of the Municipality, consisting of construction of a project (the "Project") assigned Clean Water Fund Program Project Nos. 4138-11, 4138-09 and 4138-10 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications under Section 281.41 of the Wisconsin Statutes, assigned Number S-2023-0821 and dated November 7, 2023, Number S-2023-0632A and dated December 26, 2023 and Number S-2023-0760 and dated June 27, 2024 by the DNR.

2.2 Issuance Costs. \$20,000 of the proceeds of the Bonds will be used to pay issuance costs with respect to the Bonds.

2.3 New Money Proceeds. The balance of the proceeds (the "New Money Proceeds") will be used to pay the costs of the Project and to pay administrative expenses related to the Project.

2.4 No Replacement Proceeds. The Bonds are not being issued to replace any proceeds of an earlier issue of governmental obligations that were not expended on the project for which such earlier issue was intended. Neither the Municipality or any related party of the Municipality has or is reasonably expected to have any monies (other than sale proceeds or investment proceeds of the Bonds) that (i) could be used for the governmental purposes for which the Bonds are being issued and (ii) are not reasonably expected to be used for other purposes.

2.5 Not a Tax Anticipation Note. The Bonds are not being issued in anticipation of taxes or other revenues, such as tolls, fees, grants or awards.

2.6 No Abusive Arbitrage Device. In connection with the issuance of the Bonds, the Municipality has not and will not engage in any transaction or series of transactions (i) enabling the Municipality to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations in any manner including, without limitation, by selling Bonds that would not otherwise be sold or selling more Bonds, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary to accomplish the governmental purposes of the Bonds. No device has been employed in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates.

2.7 No Other Obligations. There are no other obligations of the Municipality which (a) have been or will be sold within 15 days of the date of sale of the Bonds; (b) are sold pursuant to the same plan of financing together with the Bonds; and (c) are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

2.8 Covenant. The Municipality will not make or permit any use of the Bond Proceeds which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable income tax regulations (the "Regulations"), and hereby further covenants that it will observe and not violate the requirements of Section 148 of the Code or any applicable Regulations.

III. PROCEEDS AND FUNDS

3.1 Disposition of Proceeds. For tax purposes, the Bonds are considered issued on the date hereof because an amount of Bond Proceeds exceeding the lesser of \$50,000 or five percent (5%) of the Bond Proceeds is to be advanced on the date hereof pursuant to the Financial Assistance Agreement to either (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds or (ii) pay, within three days of the date hereof, invoices previously received for Project costs. Subsequent advances of Bond Proceeds shall be made, in an aggregate amount which, after adding the first advance, does not exceed the

face amount of the Bonds. Such subsequent advances will be applied either to (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds or (ii) pay Project invoices, as specified earlier, within three days of the date of receipt of such funds. Prior to the payment of Project invoices, the proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as described above and in the Financial Assistance Agreement relating to the Project dated December 11, 2024. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

3.2 Not an Overissuance. The total cost of the Project is expected to be greater than the principal sum of the Bonds. The net amounts received by the Municipality allocable to the Project will not exceed the aggregate amount necessary for the Project.

3.3 Project Expenditures; No Payments to Related Parties. All New Money Proceeds shall be used solely to pay costs of the Project. The Municipality reasonably expects that 100% of the New Money Proceeds will be allocated to expenditures on the Project during a 3-year period beginning on the date of delivery of the Bonds. No New Money Proceeds will be allocated to any payment to a related party to the payor.

3.4 Substantial Binding Obligations. The Municipality has incurred substantial binding obligations to third parties (which are not subject to a contingency within the control of the Municipality or of a related party of the Municipality) to expend at least 5% of the New Money Proceeds on the Project.

3.5 Work or Acquisition Will Proceed with Due Diligence. The Municipality expects that work on or acquisition of the Project will proceed with due diligence to completion, and that the allocation of the New Money Proceeds to expenditures on the Project will proceed with due diligence.

3.6 Project Not to be Sold. The Project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Bonds.

3.7 Debt Service Fund. Revenues of the Sewer System collected for payment of principal and interest on the Bonds will be deposited when received into a sinking fund, as required by law, and amounts therein may only be used to pay principal and interest on the Bonds and other outstanding revenue bonds of the Municipality. The sinking fund, designated the "Debt Service Fund," for the Bonds is used primarily to achieve a proper matching of revenues and principal and interest payments within each year. Based on the debt service requirements of the Bonds and the expected dates of collection of revenues to pay such debt service, the Municipality expects that (i) the Debt Service Fund will be depleted at least once each year except for a reasonable carry-over amount which is not expected to exceed the greater of (a) the earnings from the investment of the Debt Service Fund for the immediately preceding bond year, or (b) 1/12 of the principal and interest payments on the Bonds and other outstanding revenue bonds for the immediately preceding bond year; (ii) amounts deposited in the Debt Service Fund will only be invested for a period less than 13 months (assuming a first-in-first-out

method of accounting for deposits to the Debt Service Fund); and (iii) all earnings from the investment of the Debt Service Fund will be invested for a period not to exceed one year before being expended for payment of debt service on the Bonds. The Municipality has not established and does not expect to establish any other sinking fund or similar fund with respect to the Bonds. There are no other funds which are reasonably expected to be used to pay principal or interest on the Bonds or which are pledged to secure the Bonds.

3.8 No Bond Insurance. No premiums have been paid or will be paid to insure the Bonds.

3.9 No Reserve Fund. No reserve or replacement fund has been or will be established with regard to the Bonds.

3.10 Trade or Business. Not more than ten percent (10%) of either the proceeds of the Bonds or the Project is to be used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and not more than ten percent (10%) of the payment of the Bonds is (directly or indirectly): (i) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (ii) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used for a trade or business. Not more than five percent (5%) of either the proceeds of the Bonds or the Project is to be or has been used (directly or indirectly) for any trade or business carried on by any person (other than a governmental unit) which is not related to any governmental use of such proceeds or of the Project, and not more than five percent (5%) of the payment of the principal of, or interest on, the Bonds is (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (b) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used in a trade or business. None of the proceeds of the Bonds will be used (directly or indirectly) to make or finance loans to persons other than governmental units. All users of the Municipality's Sewer System have access to and use the System, and pay charges for use of the System, on the same basis as all other members of the general public.

IV. REBATE

4.1 Rebate. The Municipality shall comply with the requirements of Section 148(f) of the Code, and applicable regulations thereunder, including Reg. §§ 1.148-1 through 1.148-11 as provided in the Bond Resolution. Because the Municipality will not invest the Bond Proceeds in anything other than a non-interest bearing checking account, and will disburse all Bond Proceeds received as described in Section 3.1 above, the Municipality will not earn a yield in excess of the Bond yield and is therefore anticipated to have no rebate liability. In addition, the Municipality reasonably anticipates that all Bond Proceeds will be disbursed within the time periods set forth in Section 148(f)(4) of the Code. Further, the Municipality has covenanted in the Bond Resolution that, unless the Bonds are exempt from the rebate requirement of the Code, it will establish a Rebate Fund and calculate and pay to the United States any rebate amount payable with respect to the Bonds.

4.2 Records. The Municipality shall maintain or cause to be maintained records of such determinations for each computation period until six (6) years after payment in full of the Bonds and shall make such records available upon reasonable request therefor.

V. OTHER TAX MATTERS

5.1 No Federal Guarantee. Except as permitted under Section 149(b)(3) of the Code, (a) the payment of principal of or interest with respect to the Bonds will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof, and (b) none of the proceeds of the Bonds will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts.

5.2 Not Hedge Bonds. None of the proceeds of the Bonds will be invested in nonpurpose investments having a substantially guaranteed yield for a period of four years or more.

5.3 Reimbursement. Any expenditures already paid by the Municipality prior to the date hereof for which the Municipality is to be reimbursed with proceeds of the Bonds (a) were paid no earlier than 60 days prior to June 13, 2023, the date on which the Municipality adopted resolutions, true and correct copies of which are attached hereto in the Closing Transcript, stating its expectation to reimburse itself from the proceeds of the Bonds for any expenditures relating to the Project which it paid from other funds of the Municipality prior to receipt of the proceeds of the Bonds or (b) are preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the aggregate issue price of the Bonds and any other issues that finance or are reasonably expected to finance the Project. The Project has not been placed in service as of the date hereof. Proceeds of the Bonds in an amount equal to the amount of expenditures on the Project which have been paid from other funds of the Municipality prior to the date hereof are hereby allocated to the reimbursement of those original expenditures.

5.4 Average Maturity. The term of the Bonds is no longer than reasonably necessary for the governmental purposes of the issue. The weighted average maturity of the Bonds (11.589 years) does not exceed 120% of the average reasonably expected economic life of the Project.

5.5 Form 8038-G. To the best of the Municipality's knowledge and belief, the information contained in the Information Return (Form 8038-G) attached in the transcript is complete and accurate.

VI. CONCLUSION

6.1 Expectations are Reasonable. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change any of the Municipality's expectations as to future events described in this Certificate, and said expectations are reasonable.

IN WITNESS WHEREOF, we have set our hands as of December 11, 2024.

CITY OF WAUSAU, WISCONSIN

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

REGISTERED
NO. 1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
\$4,520,256

SEWER SYSTEM REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2044

Date of
Original Issue

December 11, 2024

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed FOUR MILLION FIVE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$4,520,256) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.645% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 645/1000ths percent (2.645%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted November 26, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewer System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017, Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 and Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$4,520,256

CITY OF WAUSAU, WISCONSIN
SEWER SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$199,316.41
May 1, 2028	204,588.33
May 1, 2029	209,999.69
May 1, 2030	215,554.19
May 1, 2031	221,255.59
May 1, 2032	227,107.81
May 1, 2033	233,114.81
May 1, 2034	239,280.69
May 1, 2035	245,609.67
May 1, 2036	252,106.04
May 1, 2037	258,774.25
May 1, 2038	265,618.83
May 1, 2039	272,644.45
May 1, 2040	279,855.89
May 1, 2041	287,258.08
May 1, 2042	294,856.05
May 1, 2043	302,655.00
May 1, 2044	310,660.22

RESOLUTION NO. 24-1107

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$4,520,256 SEWER SYSTEM REVENUE BONDS, SERIES 2024,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a Sewer System (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 14, 2017 (the "2017D Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 (the "2017D Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on September 10, 2019 (the "2019C Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 (the "2019C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 9, 2020 (the "2020C Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020 (the "2020C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017D Bonds, the 2019C Bonds and the 2020C Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017D Resolution, the 2019C Resolution and the 2020C Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project Nos. 4138-11, 4138-09 and 4138-10 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2023-0821 and dated November 7, 2023, No. S-2023-0632A and dated December 26, 2023 and No. S-2023-0760 and dated June 27, 2024 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewer system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$4,520,256 Sewer System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewer charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and

any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017D Bonds, the 2019C Bonds and the 2020C Bonds, collectively;

(p) "Prior Resolutions" means the 2017D Resolution, the 2019C Resolution and the 2020C Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire Sewer System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Sewer System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2017D Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017;

(u) "2017D Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017D Bonds;

(v) "2019C Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019;

(w) "2019C Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019C Bonds;

(x) "2020C Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020; and

(y) "2020C Resolution" means a resolution adopted by the Governing Body on June 9, 2020 authorizing the issuance of the 2020C Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$4,520,256; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewer System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.645% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality,

maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2017D Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided by the 2017D Resolution and 2019C Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the 2020C Bonds or the Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds.
- (c) Sewer System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Sewer System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred

monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2017D Resolution and the 2019C Resolution or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the Prior Bonds and any future bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to

the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewer System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewer services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at

least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$4,520,256 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided,

except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: November 26, 2024

Approved: November 26, 2024

Doug Diny
Mayor

Attest:

Kaitlyn A. Bernarde
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
\$ _____

SEWER SYSTEM REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2044

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.645% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 645/1000ths percent (2.645%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted November 26, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewer System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017, Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 and Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$4,520,256

CITY OF WAUSAU, WISCONSIN
SEWER SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$199,316.41
May 1, 2028	204,588.33
May 1, 2029	209,999.69
May 1, 2030	215,554.19
May 1, 2031	221,255.59
May 1, 2032	227,107.81
May 1, 2033	233,114.81
May 1, 2034	239,280.69
May 1, 2035	245,609.67
May 1, 2036	252,106.04
May 1, 2037	258,774.25
May 1, 2038	265,618.83
May 1, 2039	272,644.45
May 1, 2040	279,855.89
May 1, 2041	287,258.08
May 1, 2042	294,856.05
May 1, 2043	302,655.00
May 1, 2044	310,660.22



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 26, 2024

Re: Acceptance of 2025 Beat Patrol Grant

Purpose:

Requesting approval to accept the award of the 2025 Beat Patrol Grant awarded through the State of WI Department of Justice.

Background:

The City of Wausau has been eligible and received the Beat Patrol Grant since 2008. The beat patrol program provides the ten communities with the highest violent crime rates and with a population over 25,000 with funds to support additional police personnel for community work or beat patrols.

The Wausau Police Department was able to expand our sworn staff by two officers, with the first grant funding received in 2019. Since 2019 we have received the Beat Grant funding, helping to support the number of sworn officers in our patrol bureau. In total, we now have 81 sworn positions. This grant will allow us to maintain that level of sworn positions by supporting the costs associated with those positions.

The City of Wausau, as guided by the grant guidelines, uses the funding for salary and fringe benefits associated with two police officers assigned to regular patrol duties.

Impact:

Term	2025 State allotment	2025 City Match	2025 Total
Jan. 1, 2025 – Dec. 31, 2025	\$121,434	\$40,478	\$161,912

Recommendation:

Department recommends approving the acceptance of the 2024 Beat Patrol Grant.

WISCONSIN DEPARTMENT OF JUSTICE
2025 Beat Patrol Grant
Grant Summary Sheet

Grantee or Unit of Government: **City of Wausau**

Project Name: **2025 Beat Patrol Grant**

Address: **Wausau Police Department, 515 Grand Avenue, Wausau, Wisconsin,
54403-6467**

Project Director: **Melinda Pauls**

Phone number: **715-261-7986**

Signing Official: **Mayor Doug Diny, City of Wausau, 407 Grant Street, Wausau,
Wisconsin 54403-4737**

Amount of State Award: **\$121,434**

Amount of Match: **\$40,478**

Amount of Total Award: **\$161,912**

SUMMARY OF GRANT:

The beat patrol grant will be used to reduce the violent crime rate within the City of Wausau through the support of police personnel who work beat patrols.

Name of Program Manager: **Brittney Felton**

Phone number: **(608) 218-0610**

Name of Grants Specialist: **Deb Hughes**

Phone number: **(608) 284-0432**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

November 15, 2024

Captain Melinda Pauls
Wausau Police Department
515 Grand Avenue
Wausau, WI 54403-6467

Re: 2025 Beat Patrol Grant
Wisconsin Department of Justice Grant Number: 2025-BP-01A-19344

Dear Captain Pauls:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the City of Wausau in the amount of \$161,912 which includes your agency's required matching funds. Funding is provided by the State of Wisconsin to employ additional uniformed law enforcement officers whose primary duty is beat patrol. This grant supports the City of Wausau's 2025 Beat Patrol Grant Program.

To accept this award, please have the authorized official sign the *Signatory Page* in addition to initialing the bottom right corner of Attachment A. The project director should sign the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the enclosed FAQ sheet for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:DH
Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

BEAT PATROL GRANT PROGRAM
2025 Beat Patrol Grant
2025-BP-01A-19344

The Wisconsin Department of Justice (DOJ) hereby awards to the **City of Wausau**, (hereinafter referred to as the **Grantee**), the amount of **\$161,912** for programs or projects pursuant to Wisconsin Statute S.165.986.

This grant may be used until **December 31, 2025** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.

BY:

Joshua L. Kaul

JOSHUA L. KAUL

Attorney General

Wisconsin Department of Justice

11/15/2024

Date

The (Grantee), **City of Wausau**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Wausau**

BY:

NAME: **Doug Diny**

TITLE: **Mayor**

Date

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Grantee: City of Wausau
Project Title: 2025 Beat Patrol Grant
Grant Period: From January 1, 2025 To December 31, 2025
Grant Number: 2025-BP-01A-19344 Program Area: 1A

BEAT PATROL GRANT PROGRAM
APPROVED BUDGET

See your E-grants Application for details

	<u>State & Match</u>
Personnel	\$117,016
Employee Benefits	\$44,896
STATE TOTAL	\$121,434
MATCH TOTAL	\$40,478
TOTAL APPROVED BUDGET	\$161,912

Award General Conditions:

1. Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
2. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
3. The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
4. Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must

be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.

7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.
20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.
21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).

Initial Here

**BEAT PATROL GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Wausau Date: November 2024
Project Title: 2025 Beat Patrol Grant Grant No. 2025-BP-01A-19344

The following regulations and obligations (referenced below) apply to your grant award.

Note: Reports due 04/12 include January, February, and March program activity
Reports due 07/12 include April, May, and June program activity
Reports due 10/12 include July, August, and September program activity
Reports due 01/12 include October, November, and December program activity

QUARTERLY PROGRAM REPORTS must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project and are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/30/26 - FINAL

QUARTERLY FINANCIAL REPORTS must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Egrants Fiscal Report and are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/30/26 - FINAL

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

....., Project Director
Date Melinda Pauls

Department of Justice GRANT AWARD Frequently Asked Questions

1. What do I do with the award document?

Read the award document and special conditions immediately when it comes to your office.

If you accept the terms and conditions of the award, have your Designated Signing Official (for example: County Board Chair, Mayor, Board President, etc.) sign a copy of the award documents in the appropriate locations and **initial** the bottom right corner of Attachment A and B, if enclosed. The Project Director is responsible for the grant reporting requirements and should sign the Acknowledgement Notice. **Please return one full set of the original signed award documents to the DOJ Grants Specialist within 30 days of the receipt date. Retain the other set of award documents for your records.**

If you do not accept the terms/conditions, immediately notify the DOJ Program Manager listed in #2 of this document. Return both sets of award documents to DOJ unsigned to the DOJ Grants Specialist listed in #2 of this document.

NOTE: DOJ will not disburse funds or modify your award unless we have received these signed award documents.

3. What are my responsibilities?

Reporting: The acknowledgement notice in the grant award document includes the reporting requirements for the grant. **Payments will be held if reporting requirements are not current.**

To request and obtain payment: Requesting reimbursement is done by completing and certifying the Fiscal Report in Egrants and attaching any supporting documentation.

Audit Requirement: In accordance with the OMB Circular A-133, you may be required to have an independent audit. Please refer to language in the Certified Assurance of your grant award.

Civil Rights: Please review the content of your grant award and the DOJ website for your responsibilities relating to civil rights. See the following website for more information: <https://www.doj.state.wi.us/dles/grants/wisconsin-department-justice-subgrantee-civil-rights-information>.

EEOP: If a Grantee has more than 50 employees and receives more than \$500,000 of Federal funds in one grant, they are required to submit an Equal Employment Opportunity Plan (EEOP) for Federal approval. Other grantees may claim an exemption from the EEOP requirement. See the following website for more information: <https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

2. Who do I contact if I have questions about my grant?

When you applied for funding, the Grant Announcement document listed the DOJ financial and program contact names for your award. You will also find these names when interacting with the Egrants system.

Name of Program Manager: Brittney Felton
Phone number: 608-218-0610
Email: feltonbm@doj.state.wi.us

Name of Grants Specialist: Deb Hughes
Phone Number: 608-284-0432
Email: hughesd@doj.state.wi.us

4. General Information and Resources

Mailing Address:

Department of Justice, Justice Programs Bureau, PO Box 7070,
Madison, WI 53707

Website: <http://www.doj.state.wi.us/>

DOJ Grants Administrative Guide: The Administrative Guide provides Grants and Financial Management Guidance related to your active grant. It can be found on the DOJ website by scrolling to the bottom of the website, under Resources (in blue), and clicking on Grants. Select the DOJ Grants Administrative Guide from the menu.

Egrants Help Desk Information:

Email: Egrants@doj.state.wi.us

Phone: 608-267-9068

Toll Free: (888)-894-6607

Hours of Operation: 8:00 AM – 4:30 PM CST

Help is also available on most pages in the Egrants system under the “Help” button.

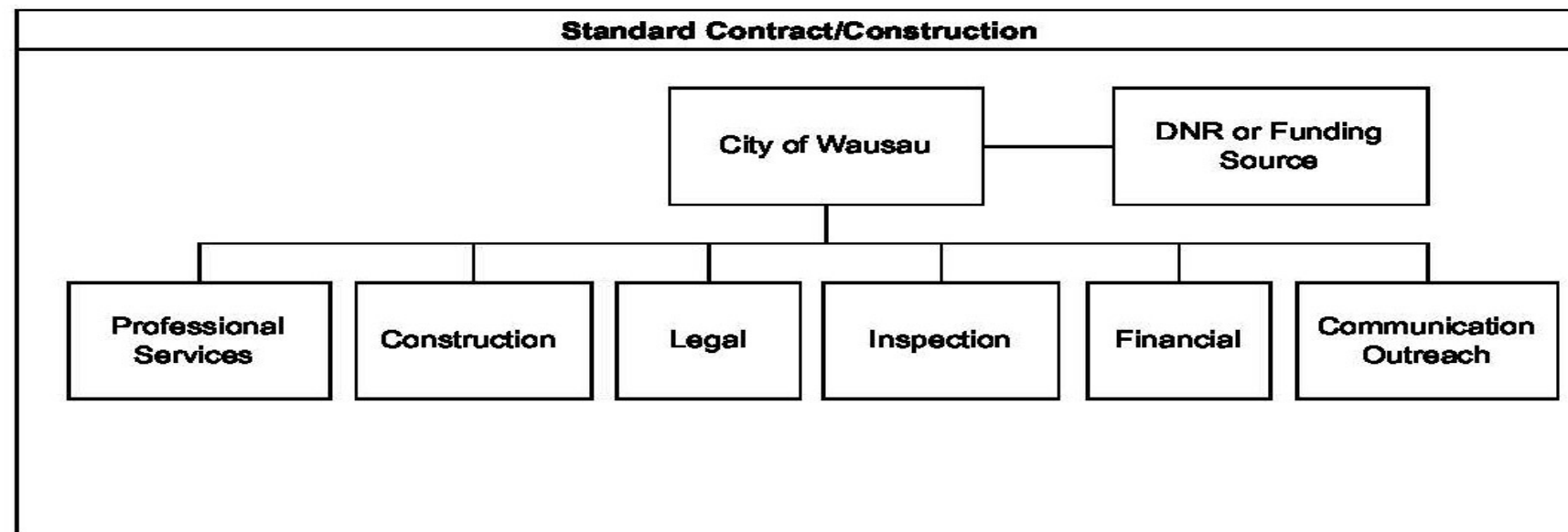
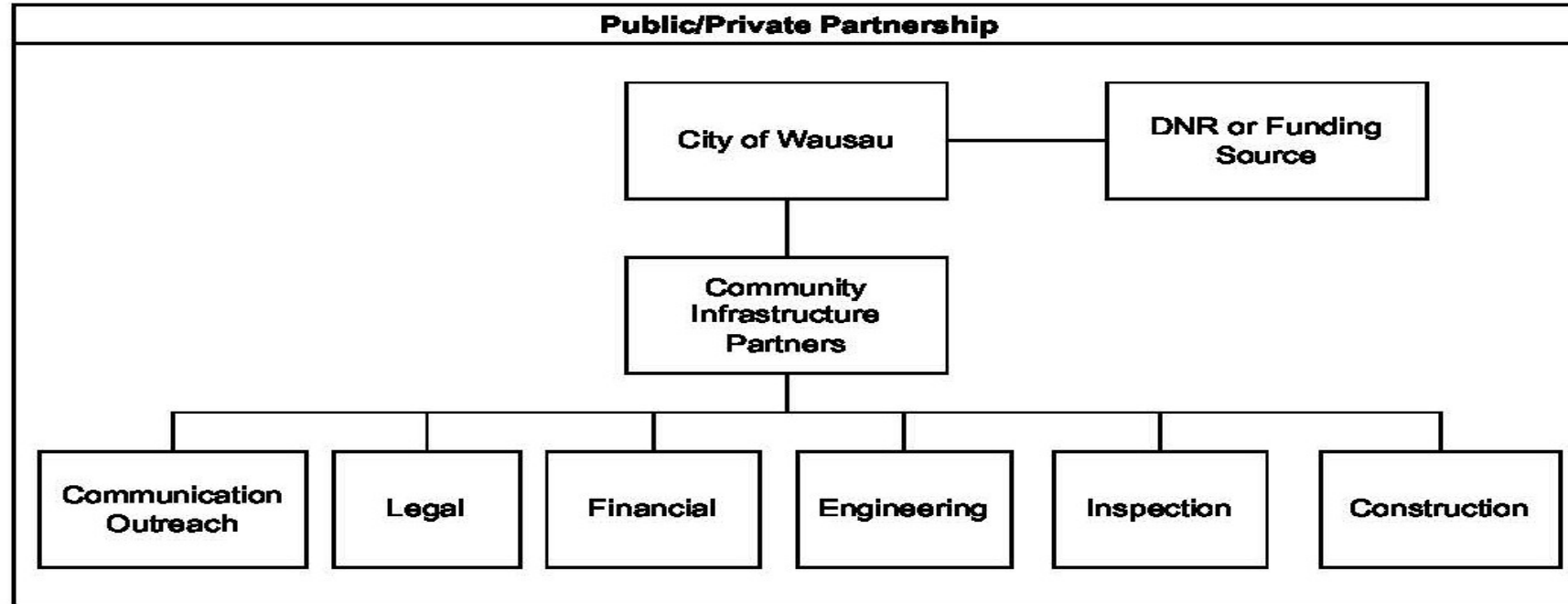
City of Wausau | Wausau Water Works | CIP Moving into Year 2025

November
2024

EquiFlow Lead-Free Program – Public Private Partnership



Comparison of Project Delivery Structures



Public Private Partnership Wausau & CIP Partnership

City has one professional services contract/agreement – it is with CIP

CIP contracts and manages all work – professional services & construction

CIP takes on the contract risks of the project; cost plus fixed price contract

City performs an Administrative roll and oversight of the partnership

City involvement – all DPWU divisions are involved; Engineering, GIS Inspections, Streets, Water, Sewer, Facilities

Program Look Ahead: Year 2 (2025)



\$14,959,156

AWARDED

by the DNR for Year 2 (2025) of the Program

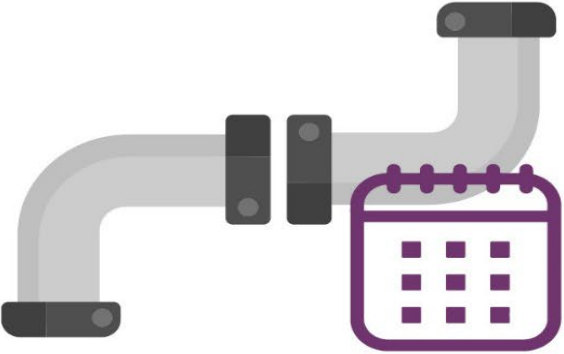
\$8,846,859

Principal Forgiveness

&

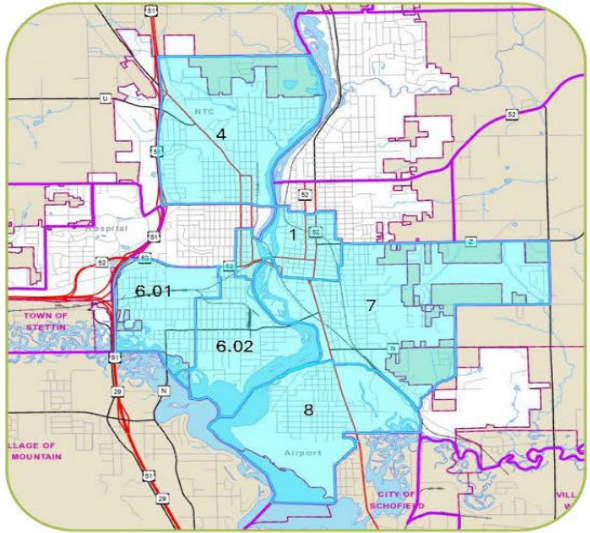
\$6,112,297

Loans



1,862 LSLs

anticipated to be replaced in Year 2 (2025)



6

CENSUS TRACTS

to receive LSL replacements in 2025 (1, 4, 6.01, 6.02, 7, 8)

Loan Funding - \$6,112,297

Reimbursement Resolution

TID 3, 8 & 12
– Anticipate
minimum 60%

G.O. debt
Service

Water Utility
debt service

City of Wausau | Wausau Water Works | CIP

QUESTIONS Moving into 2025



Verification Efforts: Year 1 (2024)



As of
Nov 6th, 2024

**Includes in-person verifications from canvassing and self-verification submissions online from the project website.*



Total number of homes in Phase 1 census tracts



Total number of home visits (canvassing) in Phase 1 census tracts to date



Total number of homes verified in Phase 1 census tracts to date



Total number of homes eligible for replacement
(lead found upon verification)



Total number of ROE forms signed and returned to the EquiFlow team

Year 1 Financial Summary

The EquiFlow program replaced 76 more LSLs than contracted (629 vs 553) and still achieved a savings of \$215,000 for the City

Number of LSLs Replaced				629			
Year 1 Results	Cost	Cost/LSL	%				
Hard Construction Costs - Partial	\$3,007,680	\$4,820	55.3%				
Hard Construction Costs - Full	\$30,000	\$6,000	0.6%				
Construction Contingency	\$252,135	\$401	4.6%				
Engineering, Bid Preparation & Procurement	\$200,785	\$319	3.7%				
Inspection, Scheduling, Job Costing, Software	\$684,650	\$1,088	12.6%				
Permitting	\$82,085	\$131	1.5%				
Water Filters	\$48,433	\$77	0.9%				
Outreach	\$413,336	\$657	7.6%				
CIP General Requirements Fee	\$117,978	\$188	2.2%				
CIP Base Construction Fee	\$362,781	\$577	6.7%				
CIP Performance-Based Fee	\$241,854	\$385	4.4%				
Total	\$5,441,717	\$8,651	100.0%				

Original # of LSLs Projected (DNR Application)				553			
Not-To-Exceed Budget	Original	Cost/LSL	%				
Hard Construction Costs - Partial	\$3,321,630	\$6,007	58.7%				
Hard Construction Costs - Full	\$0	\$0	0.0%				
Construction Contingency	\$332,163	\$601	5.9%				
Engineering, Bid Preparation & Procurement	\$200,785	\$363	3.5%				
Inspection, Scheduling, Job Costing, Software	\$595,000	\$1,076	10.5%				
Permitting	\$0	\$0	0.0%				
Water Filters	\$42,581	\$77	0.8%				
Outreach	\$413,336	\$747	7.3%				
CIP General Requirements Fee	\$122,637	\$222	2.2%				
CIP Base Construction Fee	\$377,110	\$682	6.7%				
CIP Performance-Based Fee	\$251,407	\$455	4.4%				
Total	\$5,656,650	\$10,229	100.0%				

Program Look Ahead: Year 2 (2025)

Census Tract Replacement Plan

CENSUS TRACT	PUBLIC*	PRIVATE*
Tract 1	333	453
Tract 4	498	498
Tract 6.01	104	104
Tract 6.02	382	443
Tract 7	140	273
Tract 8	91	91
TOTAL	1,548	1,862

**Numbers reflect replacements applied for in the Year 2 application to the DNR; exact amounts to be determined.*

KPI Summary

KPI	Threshold	Actual Result
Not-to-Exceed Cost/LSL Replaced	\$8,724	\$8,651*
Minimum Lines to be Replaced	553	629
Local Business Utilization*	50%	100%
Target Class Business Utilization*	20%	100%
Workforce Development	Recruit one residential plumber (individual or firm) <u>and/or</u> Launch an LSLR program with LIUNA	Contracted with SSI (a local/union licensed plumber) <u>and</u> Developed a workforce development plan in partnership with LIUNA

**Result was under the NTE contract amount even after accounting for unanticipated expenses such as 15 homes with rock present during the LSL replacement, a permitting cost of \$82K, and 50 hydro-excavations.*

**Utilization numbers are based on construction spend*

Human Resource and Finance Committees Packet

November 2024

Agenda Item
Discussion and possible action to approve CBA between the City of Wausau and Wausau professional Police Association
Background
The City concluded negotiations with Wausau Professional Police Association. The WPPA contract ends on December 31,2024. The contract presented to HR and Finance Committees will replace expiring contract.
Fiscal Impact
<ul style="list-style-type: none">• Patrol officers and detectives will receive 3% on the first pay period of 2025 and an additional 1% at the start of the 13th pay period.• In 2026 they will receive 3% at the start of the first pay period and 1% at the start of the 13th pay period• In 2027, they will receive a 4% raise
Staff Recommendation
Discuss and possible action on approving labor contract with WPPA (Wausau Professional Police Association)
Staff contact: James Henderson (715-261-6634)

CITY OF WAUSAU

WAUSAU PROFESSIONAL POLICE ASSOCIATION



LABOR AGREEMENT

January 1, 2025 to December 31, 2027

INDEX

Article 1 - RECOGNITION.....	1
Article 2 - MANAGEMENT RIGHTS.....	2
Article 3 - NONDISCRIMINATION.....	3
Article 4 - FAIR SHARE AGREEMENT	3
Article 5 – ASSOCIATION COMMUNICATIONS	6
Article 6 - GRIEVANCE PROCEDURE	6
Article 7 - NO STRIKE CLAUSE.....	9
Article 8 - SENIORITY	9
Article 9 - SUPERVISORS	10
Article 10 - OUTSIDE EMPLOYMENT	10
Article 11 - DEFENSE OF CLAIMS	11
Article 12 - HOURS/SHIFTS	11
Article 13 - RETIREMENT FUND.....	14
Article 14 - WAGES.....	14
Article 15 - OVERTIME	15
Article 16 - PROBATION	17
Article 17 - LONGEVITY.....	18
Article 18 – PREMIUM PAY.....	18
Article 19 - INSURANCE BENEFITS.....	18
Article 20 – WORKERS’ COMPENSATION	19
Article 21 - UNIFORM ALLOWANCE.....	19
Article 22 - HOLIDAYS.....	20
Article 23 – VACATIONS	21
Article 24 - SICK LEAVE.....	24
Article 25 - FUNERAL LEAVE.....	27
Article 26 - MILITARY LEAVE.....	28
Article 27 - LEAVE OF ABSENCE.....	28
Article 28 - JURY DUTY	29
Article 29 - SEPARATION BENEFIT FOR VACATION, COMPENSATORY TIME AND PERFECT ATTENDANCE LEAVE.....	29
Article 30 – RETIREES.....	29
Article 31 - CANINE ASSISTED POLICE OFFICERS	30
Article 32 – RESIDENCY	30
Article 33 - SAVINGS CLAUSE	30
Article 34 - ENTIRE MEMORANDUM OF AGREEMENT	30
Article 35 - DURATION OF AGREEMENT.....	31
APPENDIX A.....	33

MEMORANDUM OF AGREEMENT BETWEEN
CITY OF WAUSAU AND WAUSAU PROFESSIONAL POLICE ASSOCIATION

This Memorandum of Agreement made and entered into by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Wausau Professional Police Association as representatives of the employees within the bargaining unit who are employed by the City of Wausau hereinafter referred to as "Association."

WITNESSETH

WHEREAS, the City and the Association have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

City continues to recognize Wausau Professional Police Association as the sole and exclusive bargaining agent for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment for the appropriate bargaining unit of the City of Wausau Police Department. The bargaining unit for the purpose of this agreement shall include police officers and detectives. Expressly excluded from the bargaining unit of the Wausau Professional Police Association are the Lieutenants, Captains, Deputy Police Chief, and the Chief.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

The City agrees that it will not discriminate against any officer as a result of his/her Association activities, including representation of himself/herself or other employees on the grievance committee or for engaging in other legitimate Association activity.

Whenever the term "Officer" is used in this Memorandum of Agreement, it shall mean and include all members of the bargaining unit of the Police Department of the City of Wausau.

Article 2 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights, which are normally exercised by the Chief of Police include, but are not limited to, the following:

- A. To direct all operations of City Government.
- B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers pursuant to the authority and under the rules and regulations of the Wausau Police and Fire Commission. No officer shall be disciplined or discharged without just cause in accordance with Section 62.13 of the Wisconsin Statutes.
- C. To relieve officers from their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of City Government operations entrusted to it.
- E. To introduce new or improved methods of facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods or services.
- H. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
- I. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- J. To take whatever action is necessary to comply with State or Federal law.
- K. To establish work rules.
- L. To establish schedules of work.
- M. To determine the number, structure and location of departments and divisions within the Wausau Police Department; the kinds and amounts of services to be performed by the Wausau Police Department, and the number and kind of positions and job classifications needed to perform such services.

Article 3 – NONDISCRIMINATION

A. Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

B. Both parties agree that unlawful harassment will not be tolerated.

C. Officers who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint through the City's Human Resources Department. In cases where an officer files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

D. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. Accommodations for temporary disabilities will be made with the approval of the Police Chief. The normal work day for officers being reasonably accommodated shall be medically appropriate with the goal being five days on duty with two days off duty. However, disability accommodations will be based upon the specific capabilities of the Officer and may include, but not necessarily be limited to, the following:

- a. Equipment or facility modifications
- b. Temporary duty assignments
- c. Job restructuring
- d. Part-time or modified work schedules
- e. Job reassignment

Article 4 - FAIR SHARE AGREEMENT

A. Membership Not Required: Membership in any employee organization is not compulsory. Officers have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

B. Effective Date and Officers Covered: Effective January 1, 1973 and unless otherwise terminated as hereinafter provided, the City shall, once each month, deduct from the regular earnings of all officers specified herein upon receipt of a union dues authorization form an amount equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration as certified by the Association and measured by the amount of local dues uniformly required of all members, and shall pay such amount to the treasurer of the

bargaining representative of such officer on or before the end of the month following the month in which such deduction was made.

1. Present Officers: As to officers employed on the effective date of this Agreement, such deduction shall be made and forwarded to the treasurer of the bargaining representative only from the monthly earnings of those officers who are members of the employee organization on the effective date of this Agreement.
2. New Officers: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new officers on the first pay period following commencement of employment."
3. Other Officers: Officers on layoff or leave of absence or other status in which they receive no pay are excluded.

C. Limited Use of Funds: In order to insure that any such deduction represents the proportionate share of each officer in the bargaining unit of the costs of collective bargaining in contract administration, it is agreed as follows:

1. That the books, records and accounts of the collective bargaining representative as they relate to the receipt and expenditure of per capita dues shall be submitted to the City for examination and audit on each anniversary of this Agreement in order to insure that the deductions from officer's salary being made in accordance herewith are, in fact equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration.
2. For the purpose of this paragraph and the audit contemplated herein, the phrase "cost of collective bargaining process and contract administration shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.
3. All funds transmitted to the bargaining representative by the City in accordance with the provisions of this Agreement shall be maintained in a separate account which shall be maintained in such manner that the source of funds, the charges against such funds, and the purposes to which the expended funds are put shall be readily ascertainable.

D. Forfeiture: In the event that the bargaining representative, through its officers, authorize or encourage its members to engage in any strike or work stoppage against the City, the deductions and payment of fair share contributions made in accordance with this Agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any officer, nor shall any payment whatever be made to the treasurer of the bargaining representative by the City. The Association action referred to in Article 6-B shall be considered in determining whether or

not the Association caused, encouraged or authorized the strike.

E. Administrative Fee: The Association shall pay the City twelve dollars (\$12.00) per year payable on or before the first of February each year to partially cover administrative expenses of dues deduction as herein provided.

F. Responsibilities of the City and the Collective Bargaining Representative:

1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the officer or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, officer or any party by reason of the requirements of this Article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from officer's wages earned.
2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, not taken by the City under this section, including, but not limited to, indemnification in the following instances:
 - a. Damages and Costs: In the event the provisions of this Fair Share Agreement are successfully challenged in a court or other administrative body, and it is determined that the City must pay such sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining representative agrees to indemnify the City in full, including any and all costs or interest which may be a part of such order or judgment, for all sums which the City has been determined to be liable.
 - b. Reasonable Attorney Fees: In the event an action is brought by any party (other than the City) challenging the validity of the provisions of this Fair Share Agreement or any deductions from earnings made pursuant thereto, in which the employer is named as the defendant, the collective bargaining representative agrees that it will indemnify the City in full for reasonable attorney fees necessary to defend the interests of the City as a defendant in such action.
3. Trust Account: During the pendency of any action brought challenging the provisions of this Fair Share Agreement or the right of the City and the collective bargaining representative to enter into such an Agreement, all sums which the City has agreed to deduct from the earnings of the officers covered by the Agreement and transmit to the treasurer of the collective bargaining representative shall be placed in trust with the treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 5 - ASSOCIATION COMMUNICATIONS

The City agrees to allow the Association to use the City's email, server, computer and cellular devices as a means of communicating with its members, and the employer for corresponding over the terms of this Agreement, posting notices regarding Association affairs, meetings, official notices, fraternal recreational and social events other notices concerning Association affairs which are not political or controversial in nature.

Article 6 - GRIEVANCE PROCEDURE

A. Definition of Grievance: A grievance shall mean any dispute involving the interpretation or application of a specific provision of this contract or the reasonableness of any work rules. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and job classifications established by ordinances and rules which are matters processed under existing conditions.

B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing.

C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

D. Names of Association Committee: The Association shall provide the City with a list of the members of the grievance committee in writing and further present the City with a list of the Association officials assigned to various aspects of the grievance process.

E. Steps in Procedure:

Step 1: The grievant alone, or with two (2) Association representatives, shall orally contact his/her immediate supervisor within ten (10) working days after s/he knew or should have known of the cause of such grievance. In the event of a grievance the officer shall perform his/her assigned work task and grieve his/her complaint later. The officer's immediate supervisor shall within five (5) calendar days, orally inform the officer and the Association of his/her decision. Parties presented with an oral grievance or with an oral decision on a grievance shall sign a statement admitting receipt of such oral grievance or oral decisions, when requested.

Step 2: If the grievance is not settled at Step 1, the grievant, with two (2) Association representatives, may within five (5) calendar days after the oral decision of

his/her immediate supervisor, prepare a written grievance to the Police Chief. The Chief shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the employee. The Chief shall then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within five (5) calendar days after the meeting with the grievant and the Chief.

Only one subject matter shall be covered in any one grievance. A written grievance shall be submitted upon forms provided by the Employer and should contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement alleged to have been violated and the signature of the grievant and the date.

Step 3: If the grievance is not settled at Step 2, the grievant, with two (2) Association representatives may within seven (7) calendar days after the written decision of the Chief submit a written appeal to the Human Resources Director on forms provided by the City. The Human Resources Director shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of submission of the appeal by the grievant. The Human Resources Director will then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within seven (7) calendar days after the meeting with the grievant and the Human Resources Director.

Step 4: If the grievance is not settled in Step 3, the grievance shall be submitted in writing within five (5) calendar days after the receipt of the decision of the Human Resources Director to the Chair of the Human Resources Committee or his/her designee. The Human Resources Committee shall then respond to the grievance after reviewing the record and investigating the grievance within five (5) calendar days of receipt of the grievance of any meeting held to investigate the grievance. The Human Resources Committee shall inform the aggrieved officer and the Association in writing of its decision.

F. Arbitration:

1. Time Limit: If the grievance is not settled in the fourth step, the grievance may be appealed to arbitration by the officer and the grievance committee giving written notice to that effect to the City within five (5) calendar days after the written decision is received.
2. Method of Selection: Before the initial arbitration hearing, the City and the Association Grievance Committee shall use their best efforts to select a mutually

agreeable arbitrator. If the City and the Association Grievance Committee are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. If neither party requests a list from the Wisconsin Employment Relations Commission within twenty (20) calendar days after the notification of intent to arbitrate, the grievance shall be considered waived. The Association Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Association exercising the first and third strikes. The Association and the City shall exercise their strikes within ten (10) calendar days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strike shall then be notified of his/her appointment in a joint statement from the City and the Association.

3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.
4. Cost: Each party shall share equally in the costs of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours if possible, but in any event such participation shall not be reimbursed nor paid for by the City unless the officer involved is regularly scheduled to work during arbitration proceeding. It is agreed that no more than two (2) officers who are on duty shall be present at the arbitration hearing at one time.

G. Time and Motion Limit: Where possible, all grievances shall be processed outside the normal work day. During all steps of the grievance procedure, all employees or the Association itself shall maintain records of their time spent in processing a grievance during working hours. Employees shall also maintain records of all time expended on Association business during the normal work day and provide them to the Police Chief. Such records shall indicate the time expended, location and employees involved. Such records shall be submitted to the Police Chief at the completion of the processing of each individual grievance. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Association business.

Article 7 - NO STRIKE CLAUSE

A. **Strike and Lockout Prohibited:** Neither the Association nor any officers, agents, or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement. The City shall not authorize a lockout of the officers during the term of this Agreement.

B. **Association Action:** Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. **Penalties:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 8 - SENIORITY

A. **Definition of Seniority.** Seniority shall consist of the length of service from the date of hire. All seniority must be continuous and uninterrupted except as otherwise provided in this agreement. Bargaining unit seniority shall be defined as the amount of time an employee has accrued while represented by the Wausau Professional Police Association.

B. Officers not represented by the bargaining unit shall be allowed to return to the bargaining unit with their full bargaining unit seniority, including length of service outside of the unit, if their return is caused by the elimination of their position.

C. Sworn non-represented staff may submit to the Chief of Police a written request to step down from their position or to relinquish their rank and return to the bargaining unit. This request can be granted if there is a current vacancy, provided it does not cause a layoff. If the request is granted, the officer will regain the bargaining unit seniority they earned prior to the promotion. They will not displace any current employees from their shifts mid-year and will be required to fill the immediate vacancy consistent with Article 12, B. Shift Assignments. This provision also applies to demoted employees, although in cases of demotion, a written request is not necessary.

D. Lay-Off: In laying off officers because of work shortages, the officer shortest in length of service (seniority) shall be laid off first. In recalling these officers, the officer with the greatest length of service (seniority) shall be called back first.

E. Loss of Seniority: Seniority and the employment relationship shall be broken down and terminated if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without notification to the employer;
4. Fails to report to work within three (3) working days after having been recalled, where possible;
5. Fails to report for work at the termination of a leave of absence for personal or health reasons; or
6. Retires

Article 9 - SUPERVISORS

When not occupied with their supervisor duties, supervisors shall not be restricted from performing work in the bargaining unit provided such work shall not result in the immediate layoff of employees in that classification.

Article 10 - OUTSIDE EMPLOYMENT

A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, s/he shall, at least three (3) days prior to the commencement of such employment, notify the Chief of the Department in writing that s/he wishes to undertake such employment and shall include in said notice the name of the employer, or that s/he is self-employed, the business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work. The officer shall notify the Chief when such employment is completed.

B. Limitations On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds four (4) hours per day and/or twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside

employment forthwith.

C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that s/he will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.

D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, s/he may unilaterally rescind, for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact s/he may be engaged in gainful part-time employment provided for in this section.

E. Termination of Outside Employment: In the event the Chief of the Department is of the belief that any part-time employment is decreasing the efficiency of a member by interfering with his/her availability for duty, s/he may order the member to terminate his/her outside employment. The member upon receipt of such order shall terminate his/her outside employment forthwith.

Article 11 - DEFENSE OF CLAIMS

The City shall authorize the City Attorney to defend any officer for any lawsuit commenced against him/her arising out of any acts s/he performed or failed to perform in the course of his/her employment, provided the officer was acting in good faith at the time such action was taken. Failure by the officer to give notice to his/her supervisor that an action has been commenced against him/her as soon as reasonably possible shall be a waiver of protection under this provision. Any judgment obtained in any suit against any officer as provided in this section shall be paid by the City provided the City defended said action.

Article 12 - HOURS/SHIFTS

A. Work Day/Work Week: For Detectives the normal work day shall consist of an eight (8) hour shift and the normal work week shall consist of five (5) days on duty, two (2) days off duty. Special assignment officers shall work ten (10) days in fourteen (14) consecutive calendar days. Scheduling of work days and days off shall remain in the exclusive discretion of the Chief or designee. The City has the right to reschedule the work week to ensure continued efficient operations of the Department.

For Patrol Officers, the normal work day shall consist of a twelve (12) hour shift and the normal work cycle shall consist of two (2) days on duty followed by two (2) days off duty; three (3) days on duty followed by two (2) days off duty; two (2) days on duty followed by three (3) days off duty (2-2, 3-2, 2-3, = 14 days). Within this work cycle there shall be two (2) work days that consist of a ten (10)

hour work day and said day shall be consistent within the rotation, but may be exchanged for the purpose of training or special events with a twelve (12) hour day with at least a fourteen (14) day notice.

The normal work hours of the 12 hour schedule would be as follows:

Day shift 6 a.m. – 6 p.m.,
and Night shift 6 p.m. – 6 a.m.

Officers may be assigned to alternate 12 hour swing shift schedules which would be as follows:

AM Swing shift 8 a.m. – 8 p.m.*
PM Swing shift 4 p.m. to 4 a.m.*

Officers assigned to the “swing shifts” may have their start time moved earlier or delayed up to two (2) hours with 24 hours’ notice. Absent the 24 hours’ notice, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed.

Officers assigned to one of the above day shift or night shift groups will only have their hours changed outside of their normally assigned group as needed for coverage and such change will be for the full two (2) or three (3) day block as a minimum, and with at least fourteen (14) days’ notice, such notice may include a phone message. For these specific shift change situations seniority shall be recognized and the AM swing will be considered part of the day shift group and the PM swing will be considered part of the night shift group. If an officer is given less than fourteen (14) days’ notice from the new start time, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed. Except in emergent or extreme circumstances, all officers shall receive at least a 24-hour notice of a day shift to a night shift or a night shift to a day shift change.

If an Officer works a continuous twelve (12) hour time period (shift), the Officer must be off duty for at least ten (10) hours prior to working another continuous twelve (12) hour time period (shift). There shall be a maximum of fourteen (14) consecutive hours of work except during emergencies and when no other officer is available to be offered/ordered in.

The work day for Canine Assisted Police Officers includes allowing one-half hour for canine care on each twelve (12) hour shift, and one hour for canine care on each ten (10) hour shift. When absent for a full shift Canine Assisted Police Officers shall be paid one-half hour or one hour according to the arrangement above for caring for the dog and have one-half hour or one hour less deducted from paid time off for said shift.

The SRO assigned as a therapy dog handler will be granted one-half hour of paid time each calendar day to care for their assigned therapy dog. The therapy dog handler will be paid at the cadet hourly rate for one-half hour each calendar day to care for the therapy dog. All overtime will be based on the therapy dog handler’s regular Appendix A rate.

Examples of a Special Assignment Officer (SAO) are, but not limited to the following: Officers assigned to Special Investigations Unit (SIU), School Resource Officer (SRO), and Community Resource Officer (CRO). Officers assigned to work as a SAO are not to be considered a part of the minimum shift staffing requirements and will not be considered a part of the Patrol

Division, except when assigned to Patrol.

B. Shift Assignments: Shift preference will be picked on a seniority basis by each officer during a thirty (30) day period beginning on September 1st of each year.

Each available shift will have a predetermined off-day group assigned. In the event of a permanent vacancy on a shift due to retirement, promotion, etc., and management's decision to fill such vacancy prior to September 1st of the current year, the officers assigned to that off-day group will be given an opportunity to fill the vacated shift by seniority. Officers who change shifts may lose guaranteed vacation picks if keeping such picks would violate Article 23F. In the event of a permanent vacancy on a shift due to retirement, promotion, etc. and management's decision to fill such vacancy after September 1st, management will make shift assignments.

Bargaining unit members hired during the calendar will be assigned as follows;

- a. During the field training program, the 2-2-3 work rotation may be modified affording the trainee a diverse training environment, providing no less than seven (7) work shifts and no less than eighty (80) hours, per pay period. During the same period the trainee may be scheduled a combination of any shift; shifts shall be with as much advanced notice as possible.
- b. Upon completion of field training the Chief of Police or designee will assign the officer to a shift and rotation consistent with Article 12 A. for the remainder of the calendar year.

Detective shift assignments will be made according to time in position, not seniority.

Effective in 2024, Canine Assisted Police Officers will select, within the groups outlined by the department, shift assignments and off day groups based on their time in position, not seniority, recognizing restrictions may apply so not to have more than one Canine Officer assigned to each shift.

C. Shift Trades: Officers may switch shifts and switch days with one another so long as the officers involved are capable of performing the duties required of them on the other officer's shift. Notice shall be given to the officer's immediate supervisor and in no event shall the switch result in overtime to the officer or result in the officer working two consecutive shifts. The request for the switch shall not be unreasonably denied.

-D. Breaks: Two (2) thirty (30) minute breaks and two (2) fifteen (15) minute breaks shall be allowed to Officers assigned to the 12 hour shift schedule. All other Officers not assigned to the 12 hour shift schedule shall receive one (1) thirty (30) minute break and two (2) fifteen (15) minute breaks. All officers shall be on call during their lunch break. Officers may combine the previously defined breaks, but shall not exceed 45-minutes per break, on any given shift.

E. A maximum of two (2) union officials shall be allowed to attend the WPPA Annual conference during their normal work day. If an Officer is a member of the WPPA Board of

Directors, that Officer will be allowed to attend the WPPA Annual Conference and WPPA board of director's meetings during their normal work day. Attendance will not be granted if pre-scheduled overtime must be used to compensate for the Officer's absence, except that in the case of the Officer who is a member of the WPPA Board of Directors, that Officer shall be allowed to use vacation time if manpower levels would not normally allow the officer to be off. Said use of vacation time shall not be subject to the restrictions listed in Article 23(J).

Article 13 - RETIREMENT FUND

All Officers shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% as the employee's share.

Article 14 – WAGES

A. Payment Schedule: Employees shall be paid the wages set forth in Appendix "A" to this Agreement. Officers shall be paid on every other Friday. If the contract is ratified thirty (30) days after a January 1st date, any retroactive pay will be paid on a separate check.

B. Work in Higher Classification: In the event a member of the bargaining unit replaces a higher paid officer, a lieutenant for a full shift or more, such employee shall be compensated at the rate of pay of the position replaced for the actual hours worked in such a higher position.

C. Certified Instructor Pay: Officers who are certified instructors in Defense and Arrest Tactics (DAT); Firearms; Vehicle Contact; and/or Emergency Vehicle Operations Course (EVOC) will receive 3.5% per hour over his/her hourly rate in addition to their regular pay while actually performing such training, assigned related duties, or attending recertification training. Officers who are certified instructors in Field Training (FTO) will receive 5% per hour over his/her hourly rate in addition to their regular pay while actually performing such training, assigned related duties, or attending recertification training.

D. Direct Deposit: Officers shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the Officers for utilization of this program.

E. Lateral Entry for Police Officers: Upon receipt of a request for lateral entry submitted to the Police Chief, with a copy to the Human Resources Director, if the requester has no less than three years of continuous employment as a full-time law enforcement officer, the Police Chief may approve the request at his or her sole discretion. If approved, the candidate will receive a full year salary credit for his/her past full-time law enforcement years of service and thereafter advance accordingly. The following compensation will be established commensurate with the chart provided in Appendix A, with the award of service credit incorporated therein.

For the purpose of Appendix A, the term “Years of service” for the lateral entry program shall be defined as full-time law enforcement experience. Years of service shall be recognized at the time of hire, used for all actions under Appendix A after completion of Field Training, and annotated in the Lateral Officer’s initial appointment letter.

If approved, the candidate will also receive a full year of vacation credit for his/her past full-time law enforcement years of service up to six years and thereafter advance accordingly. The candidate will be subject to an 18-month probationary period, beginning at his/her date of hire.

Article 15 – OVERTIME

A. General: In accordance with this article, officers shall be compensated in pay for all time worked in excess of the scheduled work day or work week unless an officer has specifically requested compensatory time off and such time is granted. The granting of compensatory time off shall be in the sole discretion of the Chief or designee.

Overtime hours for shift coverage (vacancies) less than, or equal to, two hours shall first be offered by seniority to on-duty officers if the vacancies are in extension to their current shift; otherwise, overtime hours for shift coverage (vacancies) shall be offered to officers on their off days. In the event no off duty officer accepts said overtime, then an off duty officer will be ordered in starting with the lowest seniority. Off duty officers shall be allowed to sign for up to twelve hours of overtime. Supervisors will be offered such work if there is insufficient response from bargaining unit members to properly staff department needs. This language does not prevent supervisors from performing normal and customary police duties in the normal course of events and in normal shift situations.

Officers aggrieved when not called pursuant to this article shall be offered the opportunity to work an equal amount of overtime hours on the day(s) and at the time mutually agreeable to the Officer and Department. The overtime hours shall be special assignments, additional shifts and/or an extension of shifts for the completion of reports (in a minimum of one hour blocks), but cannot be used to deprive officers of an overtime opportunity.

B. Time and One-Half Rates: Officers shall be compensated in cash or compensatory time off at the rate of one and one-half (1 1/2) pay or time for each one (1) hour of overtime worked in excess of the scheduled work day or work week. This shall include court appearances or any other matter that is an extension of the normal work day or work week, but shall not include call-in circumstances which occur after the officer has returned home from his/her regular assignment or has not yet reported for his regular assignment. However, when officers work in excess of their regularly scheduled work day or work week as a result of switching shifts or days off with another officer, pursuant to Article 12 (C), no overtime shall accrue to the officer by reason of such switch.

C. Call-In/Call Back: When the officer is called in to work prior to his/her regular shift and

continues to work into the regular shift and the time worked prior to the regular shift is thirty (30) minutes or less, the officer shall be paid for the time worked at time and one-half (1½). When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked prior to the regular shift is between 31 minutes and two and one-half (2½) hours, the officer shall receive four (4) hours pay. When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked exceeds two and one-half (2½) hours, the officer shall be paid for all time worked at time and one-half (1½).

When the officer is called in to work on their scheduled day off or if the work period ends prior to their regular shift and the time worked is two and one-half (2½) hours or less, the officer shall receive four (4) hours pay. When the officer is called in to work on their scheduled day off or if the work period ends prior to their regular shift and the time worked exceeds two and one-half (2½) hours, the officer shall be paid for all time worked at time and one-half (1½). When a patrol officer is forced to, or volunteers to, work a patrol shift (excluding special details), on their scheduled day off, that patrol officer shall move to the top of the day shift group or night shift group seniority list for that set of days off and the next available least senior officer will be forced in to fill the shift. Scheduled days off adjacent to guaranteed vacation days are considered part of the guaranteed vacation; therefore, officers cannot be forced to work patrol shift vacancies. (Note: Day swing shift and night swing shift are included in the respective day shift group or night shift group seniority list).

When the officer is called back to work after the regular shift and the time worked is two and one-half (2½) hours or less, the officer shall receive four (4) hours pay. When the officer is called back to work after the regular shift and the time worked exceeds two and one-half (2½) hours, the officer shall be paid for all time worked at time and one-half (1½).

This section does not apply to scheduled court appearance.

D. Court Appearances: For scheduled court appearances, attorney conferences, meetings with the D.A. office, or sector/neighborhood meetings outside the officer's scheduled shift, the officer shall receive pay amounting to a minimum of two (2) hours pay at the time and one-half (1½) rate, regardless of the actual time worked, plus pay at the rate of time and one-half (1½) for all additional hours worked beyond the initial two (2) hours. Officers who have any of the above events outside their scheduled shift shall receive two (2) hours pay at time and one-half (1½) rate if the event is canceled and the officer is not notified of the cancellation at least twenty-four (24) hours before the time they were to appear.

For court appearances, attorney conferences, D.A. preparation meetings, or sector/neighborhood meetings that are scheduled two (2) hours from the start and/or within 30 minutes of the end of the officer's scheduled work time, the officer shall receive pay at the time and one-half (1½) rate for the actual time worked prior to or after the officer's work time. Officers will not be compensated more than once for the same time period.

E. Training: In-service training scheduled on off-days that exceeds twelve (12) hours in a calendar year, training time that exceeds an Officers regular hours, and all voluntary training time

attended on off-days shall be compensated at time and one-half and can only be used as Training time off (TTO). Training time off (TTO) can be accumulated to a maximum of forty- eight (48) hours at any one time, after which the City can assign the time off. All travel time associated with training shall be considered part of the training time for the purpose of compensation. The first twelve (12) hours of in-service training in a calendar year and other mandatory scheduled training on off-days shall be paid as overtime. In-service and mandatory training scheduled on off-days will be no less than eight (8) hours and will not be scheduled on the weekend. The meal periods during training will not be counted towards a calculation of overtime or to accrue TTO at the overtime rate.

F. Officers working in a SAO assignment shall not be considered in the normal selection sequence for patrol overtime coverage except when assigned to Patrol or when circumstances dictate a necessity to do so.

G. Compensatory Time:

a. Employees may accrue, use, and regenerate an unlimited amount of compensatory time (comp-time) during a calendar year, January 1 through December 31, but no more than two hundred and forty (240) hours of total comp-time may be banked at the end of any pay period.

b. Employees may elect, with notice to the employer by December 1st each year, to carry over up to eighty (80) hours of compensatory time into the following calendar year.

c. All compensatory time that has not been designated for carry over into the next year will be paid out in the last pay period of the year, by separate check or deposit from normal payroll.

d. Upon termination of employment all compensatory time will be paid to the employee in one lump sum.

Article 16 - PROBATION

All newly hired officers shall serve a probationary period of eighteen (18 months). During the probationary period the officer is subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the field training program , seniority shall accrue to the most recent date of hire. The above probationary period may be extended up to six (6) months with consultation with the Association. The decision to extend a probationary period remains a management right.

Article 17 - LONGEVITY

The City agrees it shall continue to pay longevity pay for officers who have completed continuous uninterrupted services as additional compensation.

Effective 1/1/02 longevity shall be calculated as follows:

1. After five (5) years - an amount equal to .32% (.0032) of Police Officer's annual base rate.
2. After ten (10) years - an amount equal to .62% (.0062) of Police Officer's annual base rate.
3. After fifteen (15) years - an amount equal to .9% (.009) of Police Officer's annual base rate.
4. After twenty (20) years - an amount equal to 1.2% (.012) of Police Officer's annual base rate.
5. After twenty-five (25) years – an amount equal to 1.47% (.0147) of Police Officer's annual base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall be made on a bi-weekly or annual basis per employee's choice. Bi-weekly payments will be made to coincide with payroll periods, annual payments will be made on the first payday in November, which pays through December.

Article 18 – PREMIUM PAY

A. **Shift Differential:** Officers shall be paid a shift differential of 1.5% of the Police Officer hourly rate when normally assigned to a shift beginning at or after 12:00 Noon. Leave of absence is not to be included in the differential pay computation; however, such computation shall include sick days, vacation, off days, and holidays.

B. **On Call Premium:** Each Detective will receive seven (7) hours of compensatory time per week (Monday through Sunday) when assigned to be available for calls outside of the normal Detectives Division hours. Said assignment shall be done on a rotation basis. In addition, the City shall provide the Detective with a take home squad for the period the Detective is on call.

Article 19 - INSURANCE BENEFITS

A. **Medical and Hospitalization Benefits:** The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as non-represented employees.

B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.

C. Life Insurance Benefits: Officers are also eligible to participate in the state group life insurance program. Premiums shall be paid by the officers.

D. Pre-tax Insurance Benefits: All deductions from employees for health and dental insurance premiums will be taken on a pre-tax basis unless the employee opts-out.

E. Post-Employment Health Plan (PEHP): The City will participate in the Post Employment Health Plan for the Association in accordance with the terms and conditions of the Plan's Participation Agreement. The program will be funded using the employee's sick leave conversion benefit at retirement.

Article 20 – WORKERS' COMPENSATION

Employees eligible for worker's compensation benefits while medically unable to return to work, shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal pay check based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:

1. Receive the Worker's Compensation benefit with no deduction from accumulated sick leave; or
2. Receive the Worker's Compensation benefit and be paid the difference between the regular pay based upon the normal work week (excluding overtime and premium pay) and Worker's Compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and the regular pay.

Time away from work on Worker's Compensation may be concurrently certified as Family Medical Leave.

Article 21 - UNIFORM ALLOWANCE

All non-probationary officers shall receive a uniform allowance of \$800/year in addition to their salary. This amount will be paid on the first pay period in January. At the time of initial employment, the city shall provide each officer with the standard uniform issue as determined by the Chief. In the event that an officer fails to satisfactorily complete his/her probation, the uniform shall be returned to the City.

One or more sets of metal handcuffs will be provided for the use of officers in all patrol cars used

by the officers in carrying out their duties. Each officer shall be provided with a duty weapon in good working order and free from mechanical defects. Any of such weapons which do not function properly will be promptly repaired at the expense of the City and during such repair period a substitute weapon in the condition called for by this Agreement shall be provided to the officer.

Any damage done to uniforms and/or equipment while in the performance of duty, other than normal wear and tear, will be repaired or replaced by the City, at no charge to the Officer. Damage as a result of negligence shall be personally replaced by the Officer.

Article 22 - HOLIDAYS

Officers, with the exception of those in recruit school, are eligible for holiday benefits specified in this article. Holidays shall include the following:

New Year's Day	Labor Day
Good Friday (immediately preceding Easter)	Thanksgiving Day
Easter	December 24 th
Memorial Day	Christmas Day
Independence Day	December 31 st

Holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday before it accrues and subsequently terminates employment with the City agrees to have the City deduct from the final paycheck the value of such holiday or holidays received.

All officers shall receive holiday pay for the holidays listed and shall be compensated at eight (8) hours for the officers assigned to the 5-2 schedule and at 8.25 hours for the patrol officers.

A. Personal Holiday: In addition to the above holidays, each full-time officer assigned to a 5/2 schedule shall receive twenty-four (24) hours of personal holiday time per calendar year. Each full-time officer assigned to a 12-hour schedule shall receive thirty-six (36) hours of personal time per calendar year. Officers assigned as Special Assignment Officers (SAO's) shall earn twenty-four (24) hours of personal holiday time per calendar year. For occasions where an Officer's assignment changes during the calendar year the Officer shall be credited at the higher rate in hours. Choice of personal holiday time must be approved by the Chief or designee and may be taken in one hour increments.

B. Staffing on Holidays:

1. Officers Who Work the Holiday: In addition to the above listed holiday pay, Officers who work the holiday shall receive one and one-half times their regular rate of pay for all hours worked during their normal schedule.

2. Officers Who Work Overtime on the Holiday: In addition to the above listed holiday pay, all hours worked on the Officer’s normal off day and all hours worked as overtime hours because of an extension to the Officer’s normal shift length (8 or 12 hours) shall be paid at double the Officer’s regular rate of pay.

3. Replacement Days: When a holiday falls on a regularly scheduled day off, officers shall have the option to receive either holiday pay or a replacement day off to be scheduled by the officer within 30 days before or after the actual holiday and with the approval of the Chief or designee.

4. Regularly Assigned Officers on the 5-2 or SAO Schedule: Subject to staffing needs or emergency circumstances as determined and approved by the Chief or designee, regularly scheduled officers assigned to the 5-2 or SAO schedule will be scheduled as off work for the holiday and shall receive regular pay plus 4 hours compensatory time. Should the Officer be scheduled or required to work on the Holiday, all hours worked shall be paid at double the Officer’s regular rate of pay, and not receive the 4 hours of compensatory time. Under this provision and contrary to Article 15 C. should the Officer be called in to work and the time worked is two and one-half (2 ½) hours or less, the Officer shall receive six (6) hours of pay.

5. Regularly Assigned Officers Who Elect Not to Work the Holiday: Subject to staffing needs as determined and approved by the Chief or designee regularly scheduled officers on the 12 hour work schedule, by seniority and shift, may volunteer not to work the holiday under this paragraph (5) and shall receive regular salary.

Article 23 – VACATIONS

A. Vacation Accrual:

Beginning PP1 of 2024, each officer shall accrue earned vacation based upon seniority, with pay as follows:

Years of Service	Annual Vacation	Bi-Weekly Accrual	Maximum Accumulation
Hire	120 hours	4.6154 hours	160
Upon completion of 5 years	160 hours	6.1540 hours	200
Upon completion of 10 years	200 hours	7.6924 hours	240
Upon completion of 15 years	240 hours	9.2308 hours	280

B. Vacation Use: Officers having an anniversary date in which an increase in the amount of vacation leave takes place shall be credited the additional time on the pay cycle it takes effect and may use the additional leave time prior to the end of the year in which it was earned. Officers shall be allowed to accrue and carryover vacation to the maximum accumulation hours allowed, exceptions must be approved by the Human Resources Director upon the recommendation of the Police Chief.

New employees will accrue vacation upon hire, and may submit vacation picks after successfully completing field training, and being assigned to a shift. Vacation picks may not be used until employees have completed six (6) months of employment. New hires may submit for vacation based upon Phase II allowances for use when eligible; however, it will be the officer's responsibility to approach his or her supervisor to initiate the picks with his or her supervisor, and picks must be placed within a month of being assigned to a shift. This pick deadline may be extended at the discretion of the Chief. Any remaining vacation balances would be assigned in accordance with Article I. New employees are not entitled to separation benefits according to Article 29 during their first year.

No officer shall be allowed to use more than ten consecutive vacation days (excludes off days) except upon written notice thirty (30) days in advance and upon approval at the sole discretion of the Chief or designee.

C. Vacation Use - Detectives, SIU Officers, Community Resource Officers, and School Resource Officers: Detectives, SIU Officers, and Community Resource Officers will schedule their vacation use through their respective bureau/unit. Special Assignment Officers will not be included in the selection of vacation phases with the Patrol Division except for the SRO; the SRO will pick with Patrol outside of the school year.

D. Vacation Use - Patrol Officers: Patrol Officers will schedule their vacation use through a series of *Phases* that includes full week vacations, single day groupings of five vacation days, and single or half day vacations.

E. Selection Process: Choice of vacation time shall be by seniority, beginning with the most senior officer and descending to the least senior officer. This seniority will be used in Phases I and II of the vacation selection process. Choices of selections will be made in rounds. When it is time for the next Officer to pick his/her vacation, that Officer has up to 24 hours to make his/her selection. If an Officer is not working for any reason (i.e. off days, sick leave, vacation leave, holiday leave, training/schooling) for longer than two (2) consecutive days, it is the Officer's responsibility to notify the Department of their preferred vacation dates. If the Officer fails to make his/her selection within the 24 hour time period or as outlined in the previous sentence, the pick will go on to the next senior Officer for his/her pick. The more senior Officer that missed his/her pick is now responsible to get his/her pick in without any penalty to any lesser senior Officer who has pick within the 24 hour guidelines. Patrol Officers may elect to use compensatory time to make up no more than fifty (50) percent of the difference of one partial day for a guaranteed vacation pick.

If an officer is set to accrue additional vacation time during the calendar year, an officer may select vacation dates during Phase II for this time. The vacation selections must be after the date in which they accrue the additional vacation time.

F. Conditions of Vacation Leave:

For Phase I or Phase II listed below

Maximum # of Officers Allotted Vacation per Day:	4
Maximum # of Officers Allotted Vacation per Shift:	2

For the purposes of the above allotted vacations the Day shift and AM swing shift shall be considered one shift, and the Night shift and PM swing shift shall be considered one shift. Shift Lieutenants or their designee shall manage the patrol vacation schedule for their shifts.

G. Phase I - Full Week Selection: Rotational selection process in which officers must choose either a one (1) or two (2) pre-designated vacation period for their initial selection. A two (2) period selection must be consecutive. Patrol Officers in the *Phase I* selection process, two (2) or three (3) consecutive work days shall be considered a single vacation selection (week) and four (4) or five (5) days (2 consecutive work days groups) shall be considered a double vacation selection (2 weeks). Following the initial round, all further rounds will have officers choosing single vacation periods. *Phase I* must be completed prior to *Phase II*. Only one selection is mandatory in *Phase I*.

H. Phase II - Five Non-Consecutive Full Day selection: Rotational process in which officers may choose a grouping of one (1) to five (5) non-consecutive full days (i.e. April 3, May 10-11-12, and Sept. 1) as a vacation selection. Similar to *Phase I*, this process will continue in rounds until all Non-Consecutive Full Day Selections have been chosen.

I. Phase III - Single or Half Day Selection: Any additional vacation time not scheduled in accordance with Phase I and Phase II above, will be treated as discretionary time off equal in terms of the selection process with personal holidays, perfect attendance leave/training time off/comp time off/holiday option, etc.

Full day/s requests: Full day(s) requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a full day(s) off must be submitted utilizing the Department's Leave Request process. In the event of multiple requests for the same day(s), the hierarchy, then date and time submitted, and then seniority will be used to determine which request(s) are approved. Once approved, the type of leave requested may not be supplanted with other types of leave, and full day requests shall not be rescinded unless initiated by the officer making the original request.

- Officers shall notify their immediate supervisor of the request either in person or preferably by department email. The immediate supervisor based on the known staffing needs will either approve or deny the off-request. Generally, approval may be granted upon reviewing the requests. All advance requests shall either be approved or denied at

least 14 days before the day requested off; however,

- If the day off requested is short notice (less than 14 days in advance), Officers shall notify their immediate supervisor of the request either in person or preferably by department email. Generally, approval may be granted upon reviewing the requests. The immediate supervisor will either approve or deny the off-request as soon as practicable. Short notice requests shall be approved based on date and time the request is entered, regardless of hierarchy and seniority.

Half or partial day requests: Half or partial day requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a half or partial day off must be submitted utilizing the Department's Leave Request process. If there are multiple requests for the same day or same time of the day, the date and time submitted will be used to determine which request(s) are approved. Full day requests will be given priority over half day or partial day requests. Partial day requests may be approved, denied and/or rescinded based on the staffing needs as determined by the patrol supervisor(s) either before or during the affected shift.

J. Administration of Selection Process: The Association and Management will jointly oversee the vacation selection process involving *Phases I & II*. Management will regulate *Phase III* process. *Phase I* will begin by October 15th of the year preceding the vacation period.

K. Hierarchy of Time after Phase I and Phase II selection process: All types of time off are considered equal. (i.e. Phase III Vacation, Personal Holidays, Perfect Attendance Leave/Training Time Off/Compensatory Time Off/Holiday Option, etc.)

Article 24 - SICK LEAVE

A. Accrual: Employees shall receive 3.6923 hours of sick leave for each biweekly pay period. Each full-time employee shall be allowed to accumulate sick leave to a maximum of 1108 hours.

B. Usage/Notice: Sick leave shall begin on the first day of absence and continue until the officer returns to work or has used all of his accumulated sick leave. Off days, vacations, leaves of absence and holidays shall not be included in the computation of sick leave. Officers who are sick and unable to report to work shall contact the officer in charge at least one (1) hour before the start of the regular shift or assignment, stating the reason the employee is unable to report to work and, whenever possible, the anticipated number of days that the employee will be absent. Whenever possible, the officer shall make the call personally. If the officer in charge is not available at the time the call is made, the information shall be given to the dispatcher / communication specialist. Officers shall not be eligible for sick leave in excess of the sick days actually earned.

If an officer has used his/her sick time, s/he may apply as additional Family Medical Leave certified sick time the vacation time and/or personal holiday time which s/he has available to him/her.

Only those employees working a 5-2 schedule shall be allowed to use sick leave for medical or dental appointments. Exceptions may be granted by the Police Chief or designee.

Sick leave may be used for the following reasons:

- a. A personal illness, injury or medical disability that prevents the officer from performing his or her job, or personal medical or dental appointments.
- b. Care of family members as required by the Wisconsin Family and Medical Leave Act 103.10.
- c. Qualifying absences for Family and Medical Leave (federal statute).
- d. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- e. Preventative health care of relatives or household members, up to one (1/2) day for each occurrence (Officers working 5/2 schedule only).
- f. Illness of a child.
- g. Illness of relatives or household members, up to three (3) consecutive days for each occurrence or as certified under Family Medical Leave.

C. Abuse: Sick leave is a benefit provided as a form of insurance when injury or illness occurs. The City may require a doctor's statement or other evidence of proof of illness. Officers who fail to use sick leave appropriately may be subject to disciplinary action. Additional abuses of sick leave may subject an officer to dismissal.

D. Family Illness for New Employees: New employees who have less than one year of service, employees will be allowed to use sick leave in case of emergency for conditions that would otherwise be eligible for certification under Family Medical Leave.

No more than five (5) sick leave days may be used by an employee within a calendar year (January 1 - December 31) pursuant to and under this family illness provision. No portion of this five (5) day maximum can be "carried over" to and utilized in a succeeding calendar year. No more than three (3) days, at a time, can be utilized for any one occurrence. No more than one (1) work day at a time can be utilized for outpatient surgery. No more than two (2) days at a time can be utilized for inpatient surgery; however, a third day for inpatient surgery may be utilized if approved by the Human Resources Director, upon good cause shown to the Human Resources Director. Birth of a child shall afford the employee a maximum of one (1) day at a time under this family illness provision.

Immediate family is defined as the employee's spouse, children, parents, or member of the employee's household. "Emergency" is defined as an unscheduled event of a serious nature.

"Surgery", "inpatient" and "outpatient" shall be defined in the same manner that they are defined in the City's medical benefit plan in effect at the time the issue arises.

The employee shall provide, upon request of employer, a statement from a physician verifying the need for the leave.

This provision shall not apply to employees accompanying family members to any routine or scheduled medical or dental appointments.

E. Catastrophic Sick Leave Account: After an employee has reached the maximum accumulation of sick leave of 1108 hours, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1008 hours. Sick leave in the CSLA may only be used after an employee has been absent from work because of a serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and may not be converted to its monetary value and used to pay the cost of the hospital and surgical insurance plan upon retirement.

F. Conversion of Sick Leave at Retirement: When an officer retires as defined by the Wisconsin Retirement System or is forced to retire due to medical disability a maximum of sixty percent (60%) of the sick leave remaining in the officer's accumulated sick leave account may be converted to its monetary value (officer's hourly rate, exclusive of longevity and shift differential) and shall be contributed to the participant's Post Employment Health Plan (PEHP).

In order to determine the officer's sick leave conversion benefit when they retire, the following formula will apply:

Years of continuous service + officer's age at retirement = Number of credits

(For credits between 63 and 75, deduct 5% from the standard conversion for each year under 75)

Officers who retire with at least 20 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

In order to be eligible for the above-described benefit, the employee must meet the following conditions:

a. Apply for Wisconsin Retirement Fund benefits thirty (30) days prior to the last day they worked; and

b. In cases of voluntary retirement, give a written notice of retirement and intent to utilize the above-described benefits to the Police Chief and Human Resources Director at least 60 days prior to the date of retirement.

Retiring Officers will only be eligible to continue in the health insurance group as permitted under the COBRA law.

G. Perfect Attendance Leave: Full-time employees who use no sick leave during a six (6) month period (since date of last sick leave usage), shall earn one-half (1/2) day (i.e., 4 hours for 8 hour employees and 6 hours for 12 hour employees) of perfect attendance leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional one-half (1/2) day of perfect attendance leave. Employees who continue not to use sick leave will earn one (1) day perfect attendance leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Perfect attendance leave shall be picked after the regular vacation days are selected and shall be subject to approval by the Chief or designee. Perfect attendance leave may be used in hourly increments. At no time may an employee's PAL account exceed forty-eight (48) hours.

Employees will be responsible to alert the Human Resources Department each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period. If an employee misses the submission deadline for a PAL request, the employee may use a floating 6 month period (i.e. a 6 month period without sick leave that does NOT begin at the date of last sick leave usage or PAL anniversary). The eligibility period being requested must be documented on the PAL request form, and if granted all future PAL requests will be adjusted to align with the new PAL anniversary.

Employees on a 5-2 schedule will be allowed three incidents of sick leave usage for medical or dental appointments within the calendar year without sacrificing eligibility for Perfect Attendance Leave. These incidents should be reported using pay code 126 "SickPrevnt." Each incident may not exceed three hours per usage. Notice requirements for these absences remain in effect, and upon request of the employer the employee must provide a statement from a physician or dentist verifying the need for leave.

Article 25 - FUNERAL LEAVE

A. Immediate Family: In the event of death in the immediate family of an officer, such officer will be paid for time lost from scheduled work to attend the funeral. The officer shall be entitled to the day of the funeral and either the two days before (or after) or one day before and one day after the day of the funeral, for a total of three days, including the day of the funeral. However, the actual placement of the three (3) days may be changed with the approval of management and said approval shall not be unnecessarily withheld. Immediate family shall mean spouse, parents, child, stepchildren, stepparents, step brothers and step sisters, mother-in-law, father-in-law, brother, sister, or any relative who has resided with the employee immediately preceding the relative's death.

B. Other: The officer shall receive one (1) day with pay to attend the funeral of a relative

other than a member of the immediate family. Relative shall mean grandparents, spouse's grandparents, brother-in-law, sister-in-law, niece, nephew, grandchild, step-grandchild, aunt and uncle.

C. Extension: Any officer may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.

D. Death of Officer: Officers may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased officer or a deceased retired officer. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

E. Pall Bearer: An officer serving as a pall bearer at any funeral may be granted up to four (4) hours leave without loss of pay. Officers shall not actively solicit pall bearer positions.

Article 26 - MILITARY LEAVE

Officers who are members of the Officer Reserve Corps, enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, State Guard, Air Force Reserve, or any other reserve component of the military or naval forces of the United States or the State of Wisconsin shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such officers shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency such officer may take an extended military leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any officer on a military leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay cost for such coverage. The City also agrees to comply with Section 21.14, Wisconsin Statutes.

Article 27 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any officer upon his/her request to further his/her education or where the City will directly benefit from the leave. Such leave may be given for a period not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources and Labor Relations Committee for approval in their sole discretion.

An officer who has used all of his/her sick leave and vacation time and is still unable to return to work or to be reasonably accommodated due to sickness shall notify the City and request a leave of absence. The leave of absence may be granted for a period not to exceed one (1) calendar year

or until the officer is physically able to return to work, whichever is the lesser. The City will comply with the provisions of applicable state and federal statutes and guidelines concerning accommodations for an officer's disabling medical condition.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of the leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the officer. The City shall allow any officer on a leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay the entire costs for such coverage.

Article 28 - JURY DUTY

Officers who are covered by this Agreement who serve on a jury shall be paid the difference between the jury or witness fees and their regular earnings. Officers shall notify a supervisor as soon as reasonably possible when they are notified of Jury Duty responsibilities. Officers when relieved from jury duty shall immediately return to their jobs and complete their schedule work day. Officers shall not be entitled to overtime or shift differential under this provision.

Article 29 - SEPARATION BENEFIT FOR VACATION, COMPENSATORY TIME AND PERFECT ATTENDANCE LEAVE

At time of voluntary separation officers with at least twelve (12) months of service who subsequently leave the employ of the City in good standing, upon giving at least ten (10) calendar days written notice, shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity. The officer's last day of work will be the last day on the payroll. Officers will not be permitted to utilize vacation, compensatory and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

Officers separating from employment without twelve (12) months of service and/or who have given less than ten (10) calendar days written notice; shall receive cash payments for all remaining compensatory time, training time off and longevity.

Officers separating from the force due to death or retirement due to age or disability shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity.

Article 30 – RETIREES

At the time of retirement under ETF guidelines, the officer may be given his/her duty weapon (sidearm), if requested and provided the City and Association approve of same and the officer is not bared from ownership by law. In addition, at the time of retirement or death under ETF

guidelines, the officer or officer's family may keep the officer's badge. Retirees who are subpoenaed as a result of their prior employment with the Wausau Police Department shall, upon submission of a voucher, be paid for hours in court at their applicable rate at the time of retirement.

When an Association member who is eligible for full Wisconsin Retirement System (WRS) benefits retires from service and the Association member provided six months' advance notice of intent to retire, the City agrees to pay a \$2,000 cash incentive on retirement.

Article 31 - CANINE ASSISTED POLICE OFFICERS

The Canine Assisted Police Officers will be required to have a kennel at their residence. The City will purchase and pay for installations of the kennel and underlying cement. Should the Canine Assisted Police Officer move, the cost of relocating the kennel will be the officer's responsibility. The City will pay for the canine's food, supplies and veterinary cost. The canine will be kept, fed, watered, exercised and taken to the vet by the Canine Assisted Police Officer. The Canine Assisted Police Officers and their canine shall have a dedicated take home squad assigned to each for their sole use. Said squads to be modified for use with the canine. (See also Articles 12, 14 and 15.)

Article 32 – RESIDENCY

Effective January 1, 2018 all law enforcement personnel must reside within thirty (30) miles of the jurisdictional boundaries of the City of Wausau. Such residence must be established within six months after completion of the probationary period. Failure to do this will result in loss of employment. Nothing precludes the Police Chief from extending the time limits for establishing such residence at his/her sole discretion. Residency exceptions granted prior to 1/1/18 are not affected by this change.

Article 33 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 34 - ENTIRE MEMORANDUM OF AGREEMENT

The City and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement that this agreement as a result of these negotiations is

binding upon both parties, that no additional negotiations or changes of any provision pertaining to wages, hours, or conditions of employment shall be undertaken except by mutual consent. The foregoing agreement constitutes the entire agreement between the parties and supersedes and cancels all previous agreements, verbal or written between the City and the Association and constitutes the entire agreement between the parties. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions. All existing ordinances and resolutions of the Common Council effecting wages, hours and conditions of employment not inconsistent with this agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

Article 35 - DURATION OF AGREEMENT

A. Term: This Agreement shall become effective January 1, 2025 and shall remain in full force and effect up to and including December 31, 2027. In addition, this Agreement shall remain in full force and effect until a subsequent Agreement has been reached between the City and the Association.

B. Timetable for Conference and Negotiations:

Step 1: Submission of Association bargaining requests and City management proposals, in writing, on or before September 1st.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged as outlined in Step 1 above, but in no event later than September 15th.

This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

Dated at Wausau, Wisconsin, this ____ day of _____, 2024.

CITY OF WAUSAU

WAUSAU PROFESSIONAL POLICE
ASSOCIATION

Doug Dingy, Mayor

Anthony Reince, President

Kaitlyn Bernarde, City Clerk

Dennis Peterson, Vice President

James, Henderson, HR Director

Shawn Fritsch, Treasurer

Kyle Buchkoski, Member at Large

Austin Ross, Member at Large

APPENDIX A

		12/22/2024	6/22/2025	12/21/2025	6/21/2026	12/20/2026
Cadet	Hourly	\$ 27.39	\$ 27.66	\$ 28.49	\$ 28.77	\$ 29.92
	Bi-Weekly	\$ 2,191.20	\$ 2,212.80	\$ 2,279.20	\$ 2,301.60	\$ 2,393.60
	Annual	\$ 56,971.20	\$ 57,532.80	\$ 59,259.20	\$ 59,841.60	\$ 62,233.60
PO - Hire	Hourly	\$ 30.76	\$ 31.07	\$ 32.00	\$ 32.32	\$ 33.61
	Bi-Weekly	\$ 2,460.80	\$ 2,485.60	\$ 2,560.00	\$ 2,585.60	\$ 2,688.80
	Annual	\$ 63,980.80	\$ 64,625.60	\$ 66,560.00	\$ 67,225.60	\$ 69,908.80
PO I	Hourly	\$ 34.90	\$ 35.25	\$ 36.31	\$ 36.67	\$ 38.14
	Bi-Weekly	\$ 2,792.00	\$ 2,820.00	\$ 2,904.80	\$ 2,933.60	\$ 3,051.20
	Annual	\$ 72,592.00	\$ 73,320.00	\$ 75,524.80	\$ 76,273.60	\$ 79,331.20
PO II	Hourly	\$ 37.45	\$ 37.82	\$ 38.95	\$ 39.34	\$ 40.91
	Bi-Weekly	\$ 2,996.00	\$ 3,025.60	\$ 3,116.00	\$ 3,147.20	\$ 3,272.80
	Annual	\$ 77,896.00	\$ 78,665.60	\$ 81,016.00	\$ 81,827.20	\$ 85,092.80
PO III	Hourly	\$ 37.97	\$ 38.35	\$ 39.50	\$ 39.90	\$ 41.50
	Bi-Weekly	\$ 3,037.60	\$ 3,068.00	\$ 3,160.00	\$ 3,192.00	\$ 3,320.00
	Annual	\$ 78,977.60	\$ 79,768.00	\$ 82,160.00	\$ 82,992.00	\$ 86,320.00
PO IV	Hourly	\$ 39.97	\$ 40.37	\$ 41.58	\$ 42.00	\$ 43.68
	Bi-Weekly	\$ 3,197.60	\$ 3,229.60	\$ 3,326.40	\$ 3,360.00	\$ 3,494.40
	Annual	\$ 83,137.60	\$ 83,969.60	\$ 86,486.40	\$ 87,360.00	\$ 90,854.40
Detective	Hourly	\$ 41.97	\$ 42.39	\$ 43.66	\$ 44.10	\$ 45.86
	Bi-Weekly	\$ 3,357.60	\$ 3,391.20	\$ 3,492.80	\$ 3,528.00	\$ 3,668.80
	Annual	\$ 87,297.60	\$ 88,171.20	\$ 90,812.80	\$ 91,728.00	\$ 95,388.80

To retain employment officers must attain and maintain appropriate firearm certification as determined by the City. One percent (1%) of the officers annual base pay shall be paid upon meeting department annual certification testing standards and not later than November 1.

Pay Rate Schedule

Cadet - Is an Officer while in attendance of a Police Recruit Academy.

Police Officer 1 – after completion of 18 months of probation

Police Officer 2 - 24 months after hire as PO

Police Officer 3 - 36 months after hire as PO

Police Officer 4 - 48 months after hire as PO

"Years of service" shall be defined as years of service as a Police Officer employed by the City of Wausau Police Department or recognized lateral entry credit.

The Canine Assisted Police Officer position shall receive an additional 3.5% per hour over his/her hourly rate.

The Community Resource Officer (CRO), Special Investigations Unit Officer (SIU), Crisis Response Team Officer (CART), Victim Resource Officer, and School Resource Officer (SRO) positions shall receive an additional 5% per hour over his/her hourly rate.

CITY OF WAUSAU

WAUSAU PROFESSIONAL POLICE ASSOCIATION



LABOR AGREEMENT

| January 1, ~~2023~~2025 to December 31, ~~2024~~2027

INDEX

Article 1 - RECOGNITION.....	1
Article 2 - MANAGEMENT RIGHTS.....	2
Article 3 - NONDISCRIMINATION.....	3
Article 4 - FAIR SHARE AGREEMENT	3
Article 5 - BULLETIN BOARDS.....	6
Article 6 - GRIEVANCE PROCEDURE	6
Article 7 - NO STRIKE CLAUSE.....	9
Article 8 - SENIORITY	9
Article 9 - SUPERVISORS	10
Article 10 - OUTSIDE EMPLOYMENT	10
Article 11 - DEFENSE OF CLAIMS	11
Article 12 - HOURS/SHIFTS	11
Article 13 - RETIREMENT FUND.....	13
Article 14 - WAGES.....	14
Article 15 - OVERTIME	15
Article 16 - PROBATION	17
Article 17 - LONGEVITY.....	18
Article 18 – PREMIUM PAY.....	18
Article 19 - INSURANCE BENEFITS.....	18
Article 20 – WORKERS’ COMPENSATION	19
Article 21 - UNIFORM ALLOWANCE.....	19
Article 22 - HOLIDAYS.....	20
Article 23 – VACATIONS	21
Article 24 - SICK LEAVE.....	24
Article 25 - FUNERAL LEAVE.....	28
Article 26 - MILITARY LEAVE.....	28
Article 27 - LEAVE OF ABSENCE.....	29
Article 28 - JURY DUTY	29
Article 29 - SEPARATION BENEFIT FOR VACATION, COMPENSATORY TIME AND PERFECT ATTENDANCE LEAVE.....	29
Article 30 – RETIREES.....	30
Article 31 - CANINE ASSISTED POLICE OFFICERS	30
Article 32 – RESIDENCY	30
Article 33 - SAVINGS CLAUSE	31
Article 34 - ENTIRE MEMORANDUM OF AGREEMENT.....	31
Article 35 - DURATION OF AGREEMENT.....	31
APPENDIX A.....	32
APPENDIX B	34
APPENDIX C	35

MEMORANDUM OF AGREEMENT BETWEEN
CITY OF WAUSAU AND WAUSAU PROFESSIONAL POLICE ASSOCIATION

This Memorandum of Agreement made and entered into by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Wausau Professional Police Association as representatives of the employees within the bargaining unit who are employed by the City of Wausau hereinafter referred to as "Association."

WITNESSETH

WHEREAS, the City and the Association have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

City continues to recognize Wausau Professional Police Association as the sole and exclusive bargaining agent for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment for the appropriate bargaining unit of the City of Wausau Police Department. The bargaining unit for the purpose of this agreement shall include police officers and detectives. Expressly excluded from the bargaining unit of the Wausau Professional Police Association are the Lieutenants, Captains, Deputy Police Chief, and the Chief.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

The City agrees that it will not discriminate against any officer as a result of his/her Association activities, including representation of himself/herself or other employees on the grievance committee or for engaging in other legitimate Association activity.

Whenever the term "Officer" is used in this Memorandum of Agreement, it shall mean and include all members of the bargaining unit of the Police Department of the City of Wausau.

Article 2 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights, which are normally exercised by the Chief of Police include, but are not limited to, the following:

- A. To direct all operations of City Government.
- B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers pursuant to the authority and under the rules and regulations of the Wausau ~~Fire and~~ Police and Fire Commission. No officer shall be disciplined or discharged without just cause ~~and without the right to proceed under Article 5 of this agreement in accordance with~~ Section 62.13 of the Wisconsin Statutes ~~shall be limited to the extent that it conflicts with the terms of this agreement.~~
- C. To relieve officers from their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of City Government operations entrusted to it.
- E. To introduce new or improved methods of facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods or services.
- H. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
- I. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- J. To take whatever action is necessary to comply with State or Federal law.
- K. To establish work rules.
- L. To establish schedules of work.
- M. To determine the number, structure and location of departments and divisions within the Wausau Police Department; the kinds and amounts of services to be performed by the Wausau Police Department, and the number and kind of positions and job classifications needed to perform such services.

Article 3 – NONDISCRIMINATION

A. Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

B. Both parties agree that unlawful harassment will not be tolerated.

C. Officers who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint through the City's Human Resources Department. In cases where an officer files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

D. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. Accommodations for temporary disabilities will be made with the approval of the Police Chief. The normal work day for officers being reasonably accommodated shall be medically appropriate with the goal being five days on duty with two days off duty. However, disability accommodations will be based upon the specific capabilities of the Officer and may include, but not necessarily be limited to, the following:

- a. Equipment or facility modifications
- b. Temporary duty assignments
- c. Job restructuring
- d. Part-time or modified work schedules
- e. Job reassignment

Article 4 - FAIR SHARE AGREEMENT

A. Membership Not Required: Membership in any employee organization is not compulsory. Officers have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

B. Effective Date and Officers Covered: Effective January 1, 1973 and unless otherwise terminated as hereinafter provided, the City shall, once each month, deduct from the regular earnings of all officers specified herein upon receipt of a union dues authorization form an amount equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration as certified by the Association and measured by the amount of local dues uniformly required of all members, and shall pay such amount to the treasurer of the bargaining representative of such officer on or before the end of the month following the month in which such deduction was made.

1. Present Officers: As to officers employed on the effective date of this Agreement, such

deduction shall be made and forwarded to the treasurer of the bargaining representative only from the monthly earnings of those officers who are members of the employee organization on the effective date of this Agreement.

2. New Officers: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new officers on the first pay period following commencement of employment."
3. Other Officers: Officers on layoff or leave of absence or other status in which they receive no pay are excluded.

C. Limited Use of Funds: In order to insure that any such deduction represents the proportionate share of each officer in the bargaining unit of the costs of collective bargaining in contract administration, it is agreed as follows:

1. That the books, records and accounts of the collective bargaining representative as they relate to the receipt and expenditure of per capita dues shall be submitted to the City for examination and audit on each anniversary of this Agreement in order to insure that the deductions from officer's salary being made in accordance herewith are, in fact equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration.
2. For the purpose of this paragraph and the audit contemplated herein, the phrase "cost of collective bargaining process and contract administration shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.
3. All funds transmitted to the bargaining representative by the City in accordance with the provisions of this Agreement shall be maintained in a separate account which shall be maintained in such manner that the source of funds, the charges against such funds, and the purposes to which the expended funds are put shall be readily ascertainable.

D. Forfeiture: In the event that the bargaining representative, through its officers, authorize or encourage its members to engage in any strike or work stoppage against the City, the deductions and payment of fair share contributions made in accordance with this Agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any officer, nor shall any payment whatever be made to the treasurer of the bargaining representative by the City. The Association action referred to in Article 6-B shall be considered in determining whether or not the Association caused, encouraged or authorized the strike.

E. Administrative Fee: The Association shall pay the City twelve dollars (\$12.00) per year payable on or before the first of February each year to partially cover administrative expenses of dues deduction as herein provided.

F. Responsibilities of the City and the Collective Bargaining Representative:

1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the officer or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, officer or any party by reason of the requirements of this Article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from officer's wages earned.
2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, not taken by the City under this section, including, but not limited to, indemnification in the following instances:
 - a. Damages and Costs: In the event the provisions of this Fair Share Agreement are successfully challenged in a court or other administrative body, and it is determined that the City must pay such sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining representative agrees to indemnify the City in full, including any and all costs or interest which may be a part of such order or judgment, for all sums which the City has been determined to be liable.
 - b. Reasonable Attorney Fees: In the event an action is brought by any party (other than the City) challenging the validity of the provisions of this Fair Share Agreement or any deductions from earnings made pursuant thereto, in which the employer is named as the defendant, the collective bargaining representative agrees that it will indemnify the City in full for reasonable attorney fees necessary to defend the interests of the City as a defendant in such action.
3. Trust Account: During the pendency of any action brought challenging the provisions of this Fair Share Agreement or the right of the City and the collective bargaining representative to enter into such an Agreement, all sums which the City has agreed to deduct from the earnings of the officers covered by the Agreement and transmit to the treasurer of the collective bargaining representative shall be placed in trust with the treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 5 - BULLETIN BOARDS ASSOCIATION COMMUNICATIONS

The City agrees to ~~provide one (1) bulletin board for the Association's use and erect it in a location to be agreed upon~~ allow the Association to use the City's email, server and computer and cellular devices as a means of communicating with its members and the employer for ~~corresponding over the terms of this Agreement~~, posting notices regarding Association affairs, ~~restricted to notices of Association meetings, official notices, of Association elections, notices of Association appointments and results of Association elections, notices of Association fraternal~~ recreational and social events ~~and notices concerning bona fide Association activities such as cooperatives, credit unions and unemployment compensation information and~~ other notices concerning Association affairs which are not political or controversial in nature. ~~Upon written notice from the City the Association shall promptly remove from such bulletin board any material which is libelous, scurrilous or in any way detrimental to the labor management relationship. The City will retain ownership of the bulletin board and in the event the Association fails to remove materials in violation of this article, the City reserves the right to remove such bulletin board.~~

Article 6 - GRIEVANCE PROCEDURE

A. Definition of Grievance: A grievance shall mean any dispute involving the interpretation or application of a specific provision of this contract or the reasonableness of any work rules. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and job classifications established by ordinances and rules which are matters processed under existing conditions.

B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing.

C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

D. Names of Association Committee: The Association shall provide the City with a list of the members of the grievance committee in writing and further present the City with a list of the Association officials assigned to various aspects of the grievance process.

E. Steps in Procedure:

Step 1: The grievant alone, or with two (2) Association representatives, shall orally contact his/her immediate supervisor within ten (10) working days after s/he knew or should have known of the cause of such grievance. In the event of a grievance the officer shall perform his/her assigned work task and grieve his/her complaint later. The officer's immediate supervisor shall within five (5) calendar

days, orally inform the officer and the Association of his/her decision. Parties presented with an oral grievance or with an oral decision on a grievance shall sign a statement admitting receipt of such oral grievance or oral decisions, when requested.

Step 2: If the grievance is not settled at Step 1, the grievant, with two (2) Association representatives, may within five (5) calendar days after the oral decision of his/her immediate supervisor, prepare a written grievance to the Police Chief. The Chief shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the employee. The Chief shall then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within five (5) calendar days after the meeting with the grievant and the Chief.

Only one subject matter shall be covered in any one grievance. A written grievance shall be submitted upon forms provided by the Employer and should contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement alleged to have been violated and the signature of the grievant and the date.

Step 3: If the grievance is not settled at Step 2, the grievant, with two (2) Association representatives may within seven (7) calendar days after the written decision of the Chief submit a written appeal to the Human Resources Director on forms provided by the City. The Human Resources Director shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of submission of the appeal by the grievant. The Human Resources Director will then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within seven (7) calendar days after the meeting with the grievant and the Human Resources Director.

Step 4: If the grievance is not settled in Step 3, the grievance shall be submitted in writing within five (5) calendar days after the receipt of the decision of the Human Resources Director to the Chair of the Human Resources Committee or his/her designee. The Human Resources Committee shall then respond to the grievance after reviewing the record and investigating the grievance within five (5) calendar days of receipt of the grievance of any meeting held to investigate the grievance. The Human Resources Committee shall inform the aggrieved officer and the Association in writing of its decision.

F. Arbitration:

1. Time Limit: If the grievance is not settled in the fourth step, the grievance may be

appealed to arbitration by the officer and the grievance committee giving written notice to that effect to the City within five (5) calendar days after the written decision is received.

2. Method of Selection: Before the initial arbitration hearing, the City and the Association Grievance Committee shall use their best efforts to select a mutually agreeable arbitrator. If the City and the Association Grievance Committee are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. If neither party requests a list from the Wisconsin Employment Relations Commission within twenty (20) calendar days after the notification of intent to arbitrate, the grievance shall be considered waived. The Association Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Association exercising the first and third strikes. The Association and the City shall exercise their strikes within ten (10) calendar days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strike shall then be notified of his/her appointment in a joint statement from the City and the Association.
3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.
4. Cost: Each party shall share equally in the costs of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours if possible, but in any event such participation shall not be reimbursed nor paid for by the City unless the officer involved is regularly scheduled to work during arbitration proceeding. It is agreed that no more than two (2) officers who are on duty shall be present at the arbitration hearing at one time.

G. Time and Motion Limit: Where possible, all grievances shall be processed outside the normal work day. During all steps of the grievance procedure, all employees or the Association itself shall maintain records of their time spent in processing a grievance during working hours. Employees shall also maintain records of all time expended on Association business during the normal work day and provide them to the Police Chief. Such records shall indicate the time expended, location and employees involved. Such records shall be submitted to the Police Chief at the completion of the processing of each individual grievance. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Association business.

Article 7 - NO STRIKE CLAUSE

A. Strike and Lockout Prohibited: Neither the Association nor any officers, agents, or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement. The City shall not authorize a lockout of the officers during the term of this Agreement.

B. Association Action: Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 8 - SENIORITY

A. Definition of Seniority. Seniority shall consist of the length of service from the date of hire. All seniority must be continuous and uninterrupted except as otherwise provided in this agreement. Bargaining unit seniority shall be defined as the amount of time an employee has accrued while represented by the Wausau Professional Police Association.

~~Officers not represented by the bargaining unit shall be allowed to return to the bargaining unit with their full bargaining unit seniority, including length of service outside of the unit, if their return is caused by the elimination of their position.~~

B. Officers not represented by the bargaining unit shall be allowed to return to the bargaining unit with their full bargaining unit seniority, including length of service outside of the unit, if their return is caused by the elimination of their position.

C. Sworn non-represented staff may submit to the Chief of Police a written request to step down from their position or to relinquish their rank and return to the bargaining unit. This request can be granted if there is a current vacancy, provided it does not cause a layoff. If the request is granted, the officer will regain the bargaining unit seniority they earned prior to the promotion.

They will not displace any current employees from their shifts mid-year and will be required to fill the immediate vacancy consistent with Article 12, B. Shift Assignments. This provision also applies to demoted employees, although in cases of demotion, a written request is not necessary.

C.D. Lay-Off: In laying off officers because of work shortages, the officer shortest in length of service (seniority) shall be laid off first. In recalling these officers, the officer with the greatest length of service (seniority) shall be called back first.

D.E. Loss of Seniority: Seniority and the employment relationship shall be broken down and terminated if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without notification to the employer;
4. Fails to report to work within three (3) working days after having been recalled, where possible;
5. Fails to report for work at the termination of a leave of absence for personal or health reasons; or
6. Retires

Article 9 - SUPERVISORS

When not occupied with their supervisor duties, supervisors shall not be restricted from performing work in the bargaining unit provided such work shall not result in the immediate layoff of employees in that classification.

Article 10 - OUTSIDE EMPLOYMENT

A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, s/he shall, at least three (3) days prior to the commencement of such employment, notify the Chief of the Department in writing that s/he wishes to undertake such employment and shall include in said notice the name of the employer, or that s/he is self-employed, the business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work. The officer shall notify the Chief when such employment is completed.

B. Limitations On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds four (4) hours per day and/or twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment,

whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith.

C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that s/he will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.

D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, s/he may unilaterally rescind, for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact s/he may be engaged in gainful part-time employment provided for in this section.

E. Termination of Outside Employment: In the event the Chief of the Department is of the belief that any part-time employment is decreasing the efficiency of a member by interfering with his/her availability for duty, s/he may order the member to terminate his/her outside employment. The member upon receipt of such order shall terminate his/her outside employment forthwith.

Article 11 - DEFENSE OF CLAIMS

The City shall authorize the City Attorney to defend any officer for any lawsuit commenced against him/her arising out of any acts s/he performed or failed to perform in the course of his/her employment, provided the officer was acting in good faith at the time such action was taken. Failure by the officer to give notice to his/her supervisor that an action has been commenced against him/her as soon as reasonably possible shall be a waiver of protection under this provision. Any judgment obtained in any suit against any officer as provided in this section shall be paid by the City provided the City defended said action.

Article 12 - HOURS/SHIFTS

Article 12, Section A, Paragraphs 3, 4, and 5, will be temporarily superseded by an MOA (Appendix C) which will terminate on December 31, 2024, unless extended by the parties.

A. Work Day/Work Week: For Detectives the normal work day shall consist of an eight (8) hour shift and the normal work week shall consist of five (5) days on duty, two (2) days off duty. Special assignment officers shall work ten (10) days in fourteen (14) consecutive calendar days. Scheduling of work days and days off shall remain in the exclusive discretion of the Chief or designee. The City has the right to reschedule the work week to ensure continued efficient operations of the Department.

For Patrol Officers, the normal work day shall consist of a twelve (12) hour shift and the normal work cycle shall consist of two (2) days on duty followed by two (2) days off duty; three (3) days on

duty followed by two (2) days off duty; two (2) days on duty followed by three (3) days off duty (2-2, 3-2, 2-3, = 14 days). Within this work cycle there shall be two (2) work days that consist of a ten (10) hour work day and said day shall be consistent within the rotation, but may be exchanged for the purpose of training or special events with a twelve (12) hour day with at least a fourteen (14) day notice.

The normal work hours of the 12 hour schedule would be as follows:

Day shift 6 a.m. – 6 p.m.,
and Night shift 6 p.m. – 6 a.m.

Officers may be assigned to alternate 12 hour swing shift schedules which would be as follows:

AM Swing shift 8 a.m. – 8 p.m.*
PM Swing shift 4 p.m. to 4 a.m.*

Officers assigned to the “swing shifts” may have their start time moved earlier or delayed up to two (2) hours with 24 hours’ notice. Absent the 24 hours’ notice, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed.

Officers assigned to one of the above day shift or night shift groups will only have their hours changed outside of their normally assigned group as needed for coverage and such change will be for the full two (2) or three (3) day block as a minimum, and with at least fourteen (14) days’ notice, such notice may include a phone message. For these specific shift change situations seniority shall be recognized and the AM swing will be considered part of the day shift group and the PM swing will be considered part of the night shift group. If an officer is given less than fourteen (14) days’ notice from the new start time, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed. Except in emergent or extreme circumstances, all officers shall receive at least a 24-hour notice of a day shift to a night shift or a night shift to a day shift change.

~~Officers assigned to one of the above day shift or night shift groups will only have their hours changed outside of their group as needed for coverage and such change will be for the full two (2) or three (3) day block as a minimum and with at least seven (7) days’ notice, such notice may include a phone message. *Officers assigned to the “swing shift” may have their start time moved earlier or delayed up to two (2) hours with 24 hour notice. If the Officer is given less than the seven (7) days’ notice; or the 24 hours’ notice for the “swing shift” from the new start time, the Officer shall receive 4 hours of call in pay at the Officer’s regular rate of pay for each shift changed. Except in emergency or extreme circumstances, Day shift or Night shift Officers shall receive at least a 24 hour notice of a change.~~

If an Officer works a continuous twelve (12) hour time period (shift), the Officer must be off duty for at least ten (10) hours prior to working another continuous twelve (12) hour time period (shift). There shall be a maximum of fourteen (14) consecutive hours of work except during emergencies and when no other officer is available to be offered/ordered in.

The work day for Canine Assisted Police Officers includes allowing one-half hour for canine care on each twelve (12) hour shift, and one hour for canine care on each ten (10) hour shift. When absent for a full shift Canine Assisted Police Officers shall be paid one-half hour or one hour

according to the arrangement above for caring for the dog and have one-half hour or one hour less deducted from paid time off for said shift.

The SRO assigned as a therapy dog handler will be granted one-half hour of paid time each calendar day to care for their assigned therapy dog. The therapy dog handler will be paid at the cadet hourly rate for one-half hour each calendar day to care for the therapy dog. All overtime will be based on the therapy dog handler's regular Appendix A rate.

Examples of a Special Assignment Officer (SAO) are, but not limited to the following: Officers assigned to Special Investigations Unit (SIU), School Resource Officer (SRO), and Community Resource Officer (CRO). Officers assigned to work as a SAO are not to be considered a part of the minimum shift staffing requirements and will not be considered a part of the Patrol Division, except when assigned to Patrol.

B. Shift Assignments: Shift preference will be picked on a seniority basis by each officer during a thirty (30) day period beginning on September 1st of each year.

Each available shift will have a predetermined off-day group assigned. In the event of a permanent vacancy on a shift due to retirement, promotion, etc., and management's decision to fill such vacancy prior to September 1st of the current year, the officers assigned to that off-day group will be given an opportunity to fill the vacated shift by seniority. Officers who change shifts may lose guaranteed vacation picks if keeping such picks would violate Article 23F. In the event of a permanent vacancy on a shift due to retirement, promotion, etc. and management's decision to fill such vacancy after September 1st, management will make shift assignments.

Bargaining unit members hired during the calendar will be assigned as follows;

- a. During the field training program, the 2-2-3 work rotation may be modified affording the trainee a diverse training environment, providing no less than seven (7) work shifts and no less than eighty (80) hours, per pay period. During the same period the trainee may be scheduled a combination of any shift; shifts shall be with as much advanced notice as possible.
- b. Upon completion of field training the Chief of Police or designee will assign the officer to a shift and rotation consistent with Article 12 A. for the remainder of the calendar year.

Detective shift assignments will be made according to time in position, not seniority.

Effective in 2024, Canine Assisted Police Officers will select, within the groups outlined by the department, shift assignments and off day groups based on their time in position, not seniority, recognizing restrictions may apply so not to have more than one Canine Officer assigned to each shift.

C. Shift Trades: Officers may switch shifts and switch days with one another so long as the officers involved are capable of performing the duties required of them on the other officer's shift. ~~Two (2) days' n~~Notice shall be given to the officer's immediate supervisor and in no event shall the switch result in overtime to the officer or result in the officer working two consecutive shifts. The request for the switch shall not be unreasonably denied.

~~D. Christmas Party: Officers shall be allowed to reschedule their shifts to attend the annual Christmas party on one of two different days on which it is held. In no event shall this result in overtime credit for the officers.~~

~~E.D. Breaks: Two (2) thirty (30) minute breaks and two (2) fifteen (15) minute breaks shall be allowed to Officers assigned to the 12 hour shift schedule. All other Officers not assigned to the 12 hour shift schedule shall receive one (1) thirty (30) minute break and two (2) fifteen (15) minute breaks. All officers shall be on call during their lunch break. Officers may combine the previously defined breaks, but shall not exceed 45-minutes per break, on any given shift.~~

~~F.E. A maximum of two (2) union officials shall be allowed to attend the WPPA Annual conference during their normal work day. If an Officer is a member of the WPPA Board of Directors, that Officer will be allowed to attend the WPPA Annual Conference and WPPA board of director's meetings during their normal work day. Attendance will not be granted if pre-scheduled overtime must be used to compensate for the Officer's absence, except that in the case of the Officer who is a member of the WPPA Board of Directors, that Officer shall be allowed to use vacation time if manpower levels would not normally allow the officer to be off. Said use of vacation time shall not be subject to the restrictions listed in Article 23(J).~~

Article 13 - RETIREMENT FUND

All Officers shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% as the employee's share.

Article 14 – WAGES

A. Payment Schedule: Employees shall be paid the wages set forth in Appendix "A" to this Agreement. Officers shall be paid on every other Friday. If the contract is ratified thirty (30) days after a January 1st date, any retroactive pay will be paid on a separate check.

B. Work in Higher Classification: In the event a member of the bargaining unit replaces a higher paid officer, a lieutenant for a full shift or more, such employee shall be compensated at the rate of pay of the position replaced for the actual hours worked in such a higher position.

C. Certified Instructor Pay: Officers who are certified instructors in Defense and Arrest Tactics (DAT); Firearms; Vehicle Contact; and/or Emergency Vehicle Operations Course (EVOC) will receive 3.5% per hour over his/her hourly rate in addition to their regular pay while actually performing such training, assigned related duties, or attending recertification training. Officers who are certified instructors in Field Training (FTO) will receive 5% per hour over his/her hourly rate in addition to their regular pay while actually performing such training, assigned related duties, or attending recertification training.

D. Direct Deposit: Officers shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the Officers for utilization of this program.

E. Lateral Entry for Police Officers: Upon receipt of a request for lateral entry submitted to the Police Chief, with a copy to the Human Resources Director, if the requester has no less than three years of continuous employment as a full-time law enforcement officer, the Police Chief may approve the request at his or her sole discretion. If approved, the candidate will receive a full year salary credit for his/her past full-time law enforcement years of service and thereafter advance accordingly. The following compensation will be established commensurate with the chart provided in Appendix A, with the award of service credit incorporated therein.

For the purpose of Appendix A, the term "Years of service" for the lateral entry program shall be defined as full-time law enforcement experience. Years of service shall be recognized at the time of hire, used for all actions under Appendix A after completion of Field Training, and annotated in the Lateral Officer's initial appointment letter.

If approved, the candidate will also receive a full year of vacation credit for his/her past full-time law enforcement years of service up to six years and thereafter advance accordingly. The candidate will be subject to an 18-month probationary period, beginning at his/her date of hire.

Article 15 – OVERTIME

A. General: In accordance with this article, officers shall be compensated in pay for all time worked in excess of the scheduled work day or work week unless an officer has specifically requested compensatory time off and such time is granted. The granting of compensatory time off shall be in the sole discretion of the Chief or designee.

Overtime hours for shift coverage (vacancies) less than, or equal to, two hours shall first be offered by seniority to on-duty officers if the vacancies are in extension to their current shift; otherwise, overtime hours for shift coverage (vacancies) shall be offered to officers on their off days. In the event no off duty officer accepts said overtime, then an off duty officer will be ordered in starting with the lowest seniority. Off duty officers shall be allowed to sign for up to twelve hours of overtime. Supervisors will be offered such work if there is insufficient response from bargaining unit members to properly staff department needs. This language does not prevent supervisors from performing normal and customary police duties in the normal course of events and in normal shift situations.

Officers aggrieved when not called pursuant to this article shall be offered the opportunity to work an equal amount of overtime hours on the day(s) and at the time mutually agreeable to the Officer and Department. The overtime hours shall be special assignments, additional shifts and/or an extension of shifts for the completion of reports (in a minimum of one hour blocks), but cannot be used to deprive officers of an overtime opportunity.

B. Time and One-Half Rates: Officers shall be compensated in cash or compensatory time

off at the rate of one and one-half (1 1/2) pay or time for each one (1) hour of overtime worked in excess of the scheduled work day or work week. This shall include court appearances or any other matter that is an extension of the normal work day or work week, but shall not include call-in circumstances which occur after the officer has returned home from his/her regular assignment or has not yet reported for his regular assignment. However, when officers work in excess of their regularly scheduled work day or work week as a result of switching shifts or days off with another officer, pursuant to Article 12 (C), no overtime shall accrue to the officer by reason of such switch.

C. Call-In/Call Back: When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked prior to the regular shift is thirty (30) minutes or less, the officer shall be paid for the time worked at time and one-half (1½). When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked prior to the regular shift is between 31 minutes and two and one-half (2 ½) hours, the officer shall receive four (4) hours pay. When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked exceeds two and one-half (2 ½) hours, the officer shall be paid for all time worked at time and one half (1 ½) .

When the officer is called in to work on their scheduled day off or if the work period ends prior to their regular shift and the time worked is two and one-half (2 ½) hours or less, the officer shall receive four (4) hours pay. When the officer is called in to work on their scheduled day off or if the work period ends prior to their regular shift and the time worked exceeds two and one-half (2 ½) hours, the officer shall be paid for all time worked at time and one-half (1 ½). When a patrol officer is forced to, or volunteers to, work a patrol shift (excluding special details), on their scheduled day off, that patrol officer shall move to the top of the day shift group or night shift group seniority list for that set of days off and the next available least senior officer will be forced in to fill the shift. Scheduled days off adjacent to guaranteed vacation days are considered part of the guaranteed vacation; therefore, officers cannot be forced to work patrol shift vacancies. (Note: Day swing shift and night swing shift are included in the respective day shift group or night shift group seniority list).

When the officer is called back to work after the regular shift and the time worked is two and one-half (2 ½) hours or less, the officer shall receive four (4) hours pay. When the officer is called back to work after the regular shift and the time worked exceeds two and one-half (2 ½) hours, the officer shall be paid for all time worked at time and one-half (1 ½).

This section does not apply to scheduled court appearance.

D. Court Appearances: For scheduled court appearances, attorney conferences, meetings with the D.A. office, or sector/neighborhood meetings outside the officer's scheduled shift, the officer shall receive pay amounting to a minimum of two (2) hours pay at the time and one-half (1 ½) rate, regardless of the actual time worked, plus pay at the rate of time and one-half (1 ½) for all additional hours worked beyond the initial two (2) hours. Officers who have any of the above events outside their scheduled shift shall receive two (2) hours pay at time and one-half (1 ½) rate if the event is canceled and the officer is not notified of the cancellation at least twenty-four (24)

hours before the time they were to appear.

For court appearances, attorney conferences, D.A. preparation meetings, or sector/neighborhood meetings that are scheduled two (2) hours from the start and/or within 30 minutes of the end of the officer's scheduled work time, the officer shall receive pay at the time and one-half (1 ½) rate for the actual time worked prior to or after the officer's work time. Officers will not be compensated more than once for the same time period.

E. Training: In-service training scheduled on off-days that exceeds twelve (12) hours in a calendar year, training time that exceeds an Officers regular hours, and all voluntary training time attended on off-days shall be compensated at time and one-half and can only be used as Training time off (TTO). Training time off (TTO) can be accumulated to a maximum of forty- eight (48) hours at any one time, after which the City can assign the time off. All travel time associated with training shall be considered part of the training time for the purpose of compensation. The first twelve (12) hours of in-service training in a calendar year and other mandatory scheduled training on off-days shall be paid as overtime. In-service and mandatory training scheduled on off-days will be no less than eight (8) hours and will not be scheduled on the weekend. The meal periods during training will not be counted towards a calculation of overtime or to accrue TTO at the overtime rate.

F. Officers working in a SAO assignment shall not be considered in the normal selection sequence for patrol overtime coverage except when assigned to Patrol or when circumstances dictate a necessity to do so.

G. Compensatory: Time ~~Carryover~~:

a. Employees may accrue, use, and regenerate an unlimited amount of compensatory time (comp-time) during a calendar year, January 1 through December 31, but no more than two hundred and forty (240) hours of total comp-time may be banked at the end of any pay period.

b. ~~Comp time earned within the calendar year, and not designated as "Leave only", can accrue to a maximum of one hundred and sixty (160) hours. Comp time accrued in excess of 160 hours will be paid out automatically.~~ Employees may elect, with notice to the employer by December 1st each year, to carry over up to eighty (80) hours of compensatory time into the following calendar year.

c. ~~Employees may assign up to a maximum of eighty (80) hours of comp time as "leave only" and carry over any designated "Leave only" comp time from one calendar year to the next. At no time shall employees hold more than 80 hours of comp time as "Leave only." Employees may transfer comp time into the "Leave only" bank but "Leave only" comp time may only be used as time off. All compensatory time that has not been designated for carry over into the next year will be paid out in the last pay period of the~~

year, by separate check or deposit from normal payroll.

~~d. — Upon termination of employment “Leave-only” all compensatory time will be paid to the employee in one lump sum. The lump sum payment of “Leave-only” comp time at termination is not considered reportable wages in the Wisconsin Retirement System.~~

~~e. — If an employee chooses to carry over comp time hours from one calendar year to the next, then the employee must notify the administrative lieutenant in charge of scheduling before the last pay period in the calendar year.~~

~~f. — All comp time that has not been designated as “leave-only” will be paid out on the last pay period for that calendar year.~~

Article 16 - PROBATION

All newly hired officers shall serve a probationary period of eighteen (18 months). During the probationary period the officer is subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the field training program, seniority shall accrue to the most recent date of hire. The above probationary period may be extended up to six (6) months with consultation with the Association. The decision to extend a probationary period remains a management right.

Article 17 - LONGEVITY

The City agrees it shall continue to pay longevity pay for officers who have completed continuous uninterrupted services as additional compensation.

Effective 1/1/02 longevity shall be calculated as follows:

1. After five (5) years - an amount equal to .32% (.0032) of Police Officer’s annual base rate.
2. After ten (10) years - an amount equal to .62% (.0062) of Police Officer’s annual base rate.
3. After fifteen (15) years - an amount equal to .9% (.009) of Police Officer’s annual base rate.
4. After twenty (20) years - an amount equal to 1.2% (.012) of Police Officer’s annual base rate.

5. After twenty-five (25) years – an amount equal to 1.47% (.0147) of Police Officer’s annual base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall be made on a bi-weekly or annual basis per employee’s choice. Bi-weekly payments will be made to coincide with payroll periods, annual payments will be made on the first payday in November, which pays through December.

Article 18 – PREMIUM PAY

A. Shift Differential: Officers shall be paid a shift differential of 1.5% of the Police Officer hourly rate when normally assigned to a shift beginning at or after 12:00 Noon. Leave of absence is not to be included in the differential pay computation; however, such computation shall include sick days, vacation, off days, and holidays.

B. On Call Premium: Each Detective will receive seven (7) hours of compensatory time per week (Monday through Sunday) when assigned to be available for calls outside of the normal Detectives Division hours. Said assignment shall be done on a rotation basis. In addition, the City shall provide the Detective with a take home squad for the period the Detective is on call.

Article 19 - INSURANCE BENEFITS

A. Medical and Hospitalization Benefits: The employee’s health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as non-represented employees.

B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.

C. Life Insurance Benefits: Officers are also eligible to participate in the state group life insurance program. Premiums shall be paid by the officers.

D. Pre-tax Insurance Benefits: All deductions from employees for health and dental insurance premiums will be taken on a pre-tax basis unless the employee opts-out.

E. Post-Employment Health Plan (PEHP): The City will participate in the Post Employment Health Plan for the Association in accordance with the terms and conditions of the Plan’s Participation Agreement. The program will be funded using the employee’s sick leave conversion benefit at retirement.

Article 20 – WORKERS’ COMPENSATION

Employees eligible for worker's compensation benefits while medically unable to return to work, shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal pay check based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:

1. Receive the Worker's Compensation benefit with no deduction from accumulated sick leave; or
2. Receive the Worker's Compensation benefit and be paid the difference between the regular pay based upon the normal work week (excluding overtime and premium pay) and Worker's Compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and the regular pay.

Time away from work on Worker's Compensation may be concurrently certified as Family Medical Leave.

Article 21 - UNIFORM ALLOWANCE

All non-probationary officers shall receive a uniform allowance of \$~~600~~800/year in addition to their salary. This amount will be paid on the first pay period in January. At the time of initial employment, the city shall provide each officer with the standard uniform issue as determined by the Chief. In the event that an officer fails to satisfactorily complete his/her probation, the uniform shall be returned to the City.

One or more sets of metal handcuffs will be provided for the use of officers in all patrol cars used by the officers in carrying out their duties. Each officer shall be provided with a duty weapon in good working order and free from mechanical defects. Any of such weapons which do not function properly will be promptly repaired at the expense of the City and during such repair period a substitute weapon in the condition called for by this Agreement shall be provided to the officer.

Any damage done to uniforms and/or equipment while in the performance of duty, other than normal wear and tear, will be repaired or replaced by the City, at no charge to the Officer. Damage as a result of negligence shall be personally replaced by the Officer.

Article 22 - HOLIDAYS

Officers, with the exception of those in recruit school, are eligible for holiday benefits specified in this article. Holidays shall include the following:

New Year's Day
Good Friday (immediately preceding Easter)

Labor Day
Thanksgiving Day

Easter
Memorial Day
Independence Day

December 24th
Christmas Day
December 31st

Holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday before it accrues and subsequently terminates employment with the City agrees to have the City deduct from the final paycheck the value of such holiday or holidays received.

All officers shall receive holiday pay for the holidays listed and shall be compensated at eight (8) hours for the officers assigned to the 5-2 schedule and at 8.25 hours for the patrol officers.

A. Personal Holiday: In addition to the above holidays, each full-time officer assigned to a 5/2 schedule shall receive ~~sixteen-twenty-four (1624)~~ hours of personal holiday time per calendar year. Each full-time officer assigned to a 12 hour schedule shall receive ~~twenty-fourthirty-six (2436)~~ hours of personal time per calendar year. Officers assigned as ~~School Resource~~Special Assignment Officers (~~SRO's~~SAO's) shall earn twenty ~~four (2024)~~ hours of personal holiday time per calendar year. For occasions where an Officer's assignment changes during the calendar year the Officer shall be credited at the higher rate in hours. Choice of personal holiday time must be approved by the Chief or designee and may be taken in one hour increments.

B. Staffing on Holidays:

1. Officers Who Work the Holiday: In addition to the above listed holiday pay, Officers who work the holiday shall receive one and one-half times their regular rate of pay for all hours worked during their normal schedule.

2. Officers Who Work Overtime on the Holiday: In addition to the above listed holiday pay, all hours worked on the Officer's normal off day and all hours worked as overtime hours because of an extension to the Officer's normal shift length (8 or 12 hours) shall be paid at double the Officer's regular rate of pay.

3. Replacement Days: When a holiday falls on a regularly scheduled day off, officers shall have the option to receive either holiday pay or a replacement day off to be scheduled by the officer within 30 days before or after the actual holiday and with the approval of the Chief or designee.

4. Regularly Assigned Officers ~~Who Elect Not to Work the Holiday on the 5-2 or SAO Schedule~~: Subject to staffing needs ~~or emergency circumstances~~ as determined and approved by the Chief or designee, regularly scheduled officers assigned to the 5-2 ~~or SAO~~ schedule ~~will be scheduled as off work for, by seniority and shift, may volunteer not to work the holiday under this paragraph (4)~~ and shall receive regular ~~salary pay~~ plus 4 hours compensatory time. ~~Should the Officer be scheduled or required to work on the Holiday, all hours worked shall be paid at double the Officer's regular rate of pay, and not~~

receive the 4 hours of compensatory time. Under this provision and contrary to Article 15 C. should the Officer be called in to work and the time worked is two and one-half (2 ½) hours or less, the Officer shall receive six (6) hours of pay.

5. Regularly Assigned Officers Who Elect Not to Work the Holiday: Subject to staffing needs as determined and approved by the Chief or designee regularly scheduled officers on the 12 hour work schedule, by seniority and shift, may volunteer not to work the holiday under this paragraph (5) and shall receive regular salary.

Article 23 – VACATIONS

A. Vacation Accrual:

~~Each officer shall accrue earned vacation leave based upon seniority, with pay as follows:~~

Years of Service	Bi-Weekly-Accrual	Annual-Vacation	Maximum-Accumulation
Hire	3.077	80 hours	120
Start of year 3	3.692	96 hours	136
Start of year 6	5.538	144 hours	184
Start of year 12	7.385	192 hours	232
Start of year 20	9.23	240 hours	280

~~The intent is an officer will have accrued 80 hours of vacation by the completion of the first year of service. An officer will have accrued 96 hours by their 3rd anniversary (upon completion of the third year of service), and so on.~~

Beginning PP1 of 2024, each officer shall accrue earned vacation based upon seniority, with pay as follows:

Years of Service	Annual Vacation	Bi-Weekly Accrual	Maximum Accumulation
Hire	120 hours	4.6154 hours	160
Upon completion of 5 years	160 hours	6.1540 hours	200
Upon completion of 10 years	200 hours	7.6924 hours	240
Upon completion of 15 years	240 hours	9.2308 hours	280

B. Vacation Use: Officers having an anniversary date in which an increase in the amount of vacation leave takes place shall be credited the additional time on the pay cycle it takes effect and may use the additional leave time prior to the end of the year in which it was earned. Officers shall be allowed to accrue and carryover vacation to the maximum accumulation hours allowed, exceptions must be approved by the Human Resources Director upon the recommendation of the Police Chief.

New employees will accrue vacation upon hire, and may submit vacation picks after successfully completing field training, and being assigned to a shift. Vacation picks may not be used until employees have completed six (6) months of employment. New hires may submit for vacation based upon Phase II allowances for use when eligible; however, it will be the officer's responsibility to approach his or her supervisor to initiate the picks with his or her supervisor, and picks must be placed within a month of being assigned to a shift. This pick deadline may be extended at the discretion of the Chief. Any remaining vacation balances would be assigned in accordance with Article I. New employees are not entitled to separation benefits according to Article 29 during their first year.

No officer shall be allowed to use more than ten consecutive vacation days (excludes off days) except upon written notice thirty (30) days in advance and upon approval at the sole discretion of the Chief ~~of Police and the Mayor~~ or designee.

~~The Chief of Police may select periods in which vacation usage may not be taken or the amount of officers on vacation be limited due to a major event taking place in the City. The term "major event" includes, but is not limited to, events such as the Wisconsin Valley Fair.~~

C. Vacation Use - Detectives, SIU Officers, Community Resource Officers, and School Resource Officers: Detectives, SIU Officers, and Community Resource Officers will schedule their vacation use through their respective bureau/unit. Special Assignment Officers will not be included in the selection of vacation phases with the Patrol Division except for the SRO; the SRO will pick with Patrol outside of the school year.

D. Vacation Use - Patrol Officers: Patrol Officers will schedule their vacation use through a series of *Phases* that includes full week vacations, single day groupings of five vacation days, and single or half day vacations.

E. Selection Process: Choice of vacation time shall be by seniority, beginning with the most senior officer and descending to the least senior officer. This seniority will be used in Phases I and II of the vacation selection process. Choices of selections will be made in rounds. When it is time for the next Officer to pick his/her vacation, that Officer has up to 24 hours to make his/her selection. If an Officer is not working for any reason (i.e. off days, sick leave, vacation leave, holiday leave, training/schooling) for longer than two (2) consecutive days, it is the Officer's responsibility to notify the Department of their preferred vacation dates. If the Officer fails to make his/her selection within the 24 hour time period or as outlined in the previous sentence, the pick will go on to the next senior Officer for his/her pick. The more senior Officer that missed his/her pick is now responsible to get his/her pick in without any penalty to any lesser senior

Officer who has pick within the 24 hour guidelines. Patrol Officers may elect to use compensatory time to make up no more than fifty (50) percent of the difference of one partial day for a guaranteed vacation pick.

If an officer is set to accrue additional vacation time during the calendar year, an officer may select vacation dates during Phase II for this time. The vacation selections must be after the date in which they accrue the additional vacation time.

F. Conditions of Vacation Leave:

For Phase I or Phase II listed below

Maximum # of Officers Allotted Vacation per Day:	4
Maximum # of Officers Allotted Vacation per Shift:	2

For the purposes of the above allotted vacations the Day shift and AM swing shift shall be considered one shift, and the Night shift and PM swing shift shall be considered one shift. Shift Lieutenants or their designee shall manage the patrol vacation schedule for their shifts.

G. Phase I - Full Week Selection: Rotational selection process in which officers must choose either a one (1) or two (2) pre-designated vacation period for their initial selection. A two (2) period selection must be consecutive. Patrol Officers in the *Phase I* selection process, two (2) or three (3) consecutive work days shall be considered a single vacation selection (week) and four (4) or five (5) days (2 consecutive work days groups) shall be considered a double vacation selection (2 weeks). Following the initial round, all further rounds will have officers choosing single vacation periods. *Phase I* must be completed prior to *Phase II*. Only one selection is mandatory in *Phase I*.

H. Phase II - Five Non-Consecutive Full Day selection: Rotational process in which officers may choose a grouping of one (1) to five (5) non-consecutive full days (i.e. April 3, May 10-11-12, and Sept. 1) as a vacation selection. Similar to *Phase I*, this process will continue in rounds until all Non-Consecutive Full Day Selections have been chosen.

I. Phase III - Single or Half Day Selection: Any additional vacation time not scheduled in accordance with Phase I and Phase II above, will be treated as discretionary time off equal in terms of the selection process with personal holidays, perfect attendance leave/training time off/comp time off/holiday option, etc.

Full day/s requests: Full day(s) requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a full day(s) off must be submitted utilizing the Department's Leave Request process. In the event of multiple requests for the same day(s), the hierarchy, then date and time submitted, and then seniority will be used to determine which request(s) are approved. Once approved, the type of leave requested may not be supplanted with other types of leave, and full day requests shall not be rescinded unless initiated by the officer making the original request.

- Officers shall notify their immediate supervisor of the request either in person or preferably by department email. The immediate supervisor based on the known staffing

needs will either approve or deny the off-request. Generally, approval may be granted upon reviewing the requests. All advance requests shall either be approved or denied at least 14 days before the day requested off; however,

- If the day off requested is short notice (less than 14 days in advance), Officers shall notify their immediate supervisor of the request either in person or preferably by department email. Generally, approval may be granted upon reviewing the requests. The immediate supervisor will either approve or deny the off-request as soon as practicable. Short notice requests shall be approved based on date and time the request is entered, regardless of hierarchy and seniority.

Half or partial day requests: Half or partial day requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a half or partial day off must be submitted utilizing the Department's Leave Request process. If there are multiple requests for the same day or same time of the day, the date and time submitted will be used to determine which request(s) are approved. Full day requests will be given priority over half day or partial day requests. Partial day requests may be approved, denied and/or rescinded based on the staffing needs as determined by the patrol supervisor(s) either before or during the affected shift.

J. Administration of Selection Process: The Association and Management will jointly oversee the vacation selection process involving *Phases I & II*. Management will regulate *Phase III* process. *Phase I* will begin by October 15th of the year preceding the vacation period.

K. Hierarchy of Time after Phase I and Phase II selection process: All types of time off are considered equal. (i.e. Phase III Vacation, Personal Holidays, Perfect Attendance Leave/Training Time Off/Compensatory Time Off/Holiday Option, etc.)

Article 24 - SICK LEAVE

A. Accrual: Employees shall receive 3.6923 hours of sick leave for each biweekly pay period. Each full-time employee shall be allowed to accumulate sick leave to a maximum of 1108 hours.

B. Usage/Notice: Sick leave shall begin on the first day of absence and continue until the officer returns to work or has used all of his accumulated sick leave. Off days, vacations, leaves of absence and holidays shall not be included in the computation of sick leave. Officers who are sick and unable to report to work shall contact the officer in charge at least one (1) hour before the start of the regular shift or assignment, stating the reason the employee is unable to report to work and, whenever possible, the anticipated number of days that the employee will be absent. Whenever possible, the officer shall make the call personally. If the officer in charge is not available at the time the call is made, the information shall be given to the dispatcher / communication specialist. Officers shall not be eligible for sick leave in excess of the sick days actually earned.

If an officer has used his/her sick time, s/he may apply as additional Family Medical Leave

certified sick time the vacation time and/or personal holiday time which s/he has available to him/her.

Only those employees working a 5-2 schedule shall be allowed to use sick leave for medical or dental appointments. Exceptions may be granted by the Police Chief or designee.

Sick leave may be used for the following reasons:

- a. A personal illness, injury or medical disability that prevents the officer from performing his or her job, or personal medical or dental appointments.
- b. Care of family members as required by the Wisconsin Family and Medical Leave Act 103.10.
- c. Qualifying absences for Family and Medical Leave (federal statute).
- d. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- e. Preventative health care of relatives or household members, up to one (1/2) day for each occurrence (Officers working 5/2 schedule only).
- f. Illness of a child.
- g. Illness of relatives or household members, up to three (3) consecutive days for each occurrence or as certified under Family Medical Leave.

C. Abuse: Sick leave is a benefit provided as a form of insurance when injury or illness occurs. The City may require a doctor's statement or other evidence of proof of illness. Officers who fail to use sick leave appropriately may be subject to disciplinary action. Additional abuses of sick leave may subject an officer to dismissal.

D. Family Illness for New Employees: New employees who have less than one year of service, employees will be allowed to use sick leave in case of emergency for conditions that would otherwise be eligible for certification under Family Medical Leave.

No more than five (5) sick leave days may be used by an employee within a calendar year (January 1 - December 31) pursuant to and under this family illness provision. No portion of this five (5) day maximum can be "carried over" to and utilized in a succeeding calendar year. No more than three (3) days, at a time, can be utilized for any one occurrence. No more than one (1) work day at a time can be utilized for outpatient surgery. No more than two (2) days at a time can be utilized for inpatient surgery; however, a third day for inpatient surgery may be utilized if approved by the Human Resources Director, upon good cause shown to the Human Resources Director. Birth of a child shall afford the employee a maximum of one (1) day at a time under this family illness provision.

Immediate family is defined as the employee's spouse, children, parents, or member of the

employee's household. "Emergency" is defined as an unscheduled event of a serious nature. "Surgery", "inpatient" and "outpatient" shall be defined in the same manner that they are defined in the City's medical benefit plan in effect at the time the issue arises.

The employee shall provide, upon request of employer, a statement from a physician verifying the need for the leave.

This provision shall not apply to employees accompanying family members to any routine or scheduled medical or dental appointments.

E. Catastrophic Sick Leave Account: After an employee has reached the maximum accumulation of sick leave of 1108 hours, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1008 hours. Sick leave in the CSLA may only be used after an employee has been absent from work because of a serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and may not be converted to its monetary value and used to pay the cost of the hospital and surgical insurance plan upon retirement.

F. Conversion of Sick Leave at Retirement: When an officer retires as defined by the Wisconsin Retirement System or is forced to retire due to medical disability a maximum of sixty percent (60%) of the sick leave remaining in the officer's accumulated sick leave account may be converted to its monetary value (officer's hourly rate, exclusive of longevity and shift differential) and shall be contributed to the participant's Post Employment Health Plan (PEHP).

In order to determine the officer's sick leave conversion benefit when they retire, the following formula will apply:

Years of continuous service + officer's age at retirement = Number of credits

(For credits between 63 and 75, deduct 5% from the standard conversion for each year under 75)

Officers who retire with at least 20 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

In order to be eligible for the above-described benefit, the employee must meet the following conditions:

- a. Apply for Wisconsin Retirement Fund benefits thirty (30) days prior to the last day they worked; and
- b. In cases of voluntary retirement, give a written notice of retirement and intent to utilize the above-described benefits to the Police Chief and Human Resources Director at least 60 days prior to the date of retirement.

Retiring Officers will only be eligible to continue in the health insurance group as permitted under

the COBRA law.

G. Perfect Attendance Leave: Full-time employees who use no sick leave during a six (6) month period (since date of last sick leave usage), shall earn one-half (1/2) day (i.e., 4 hours for 8 hour employees and 6 hours for 12 hour employees) of perfect attendance leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional one-half (1/2) day of perfect attendance leave. Employees who continue not to use sick leave will earn one (1) day perfect attendance leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Perfect attendance leave shall be picked after the regular vacation days are selected and shall be subject to approval by the Chief or designee. Perfect attendance leave may be used in hourly increments. At no time may an employee's PAL account exceed forty-eight (48) hours.

Employees will be responsible to alert the Human Resources Department each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period. If an employee misses the submission deadline for a PAL request, the employee may use a floating 6 month period (i.e. a 6 month period without sick leave that does NOT begin at the date of last sick leave usage or PAL anniversary). The eligibility period being requested must be documented on the PAL request form, and if granted all future PAL requests will be adjusted to align with the new PAL anniversary.

Employees on a 5-2 schedule will be allowed three incidents of sick leave usage for medical or dental appointments within the ~~established Perfect Attendance Leave earning period calendar year~~ without sacrificing eligibility for Perfect Attendance Leave. These incidents should be reported using pay code 126 "SickPrevnt." Each incident may not exceed three hours per usage. Notice requirements for these absences remain in effect, and upon request of the employer the employee must provide a statement from a physician or dentist verifying the need for leave.

Article 25 - FUNERAL LEAVE

A. Immediate Family: In the event of death in the immediate family of an officer, such officer will be paid for time lost from scheduled work to attend the funeral. The officer shall be entitled to the day of the funeral and either the two days before (or after) or one day before and one day after the day of the funeral, for a total of three days, including the day of the funeral. However, the actual placement of the three (3) days may be changed with the approval of management and said approval shall not be unnecessarily withheld. Immediate family shall mean spouse, parents, child, stepchildren, stepparents, step brothers and step sisters, mother-in-law, father-in-law, brother, sister, or any relative who has resided with the employee immediately preceding the relative's death.

B. Other: The officer shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relative shall mean grandparents, spouse's

grandparents, brother-in-law, sister-in-law, niece, nephew, grandchild, step-grandchild, aunt and uncle.

C. Extension: Any officer may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.

D. Death of Officer: Officers may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased officer or a deceased retired officer. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

E. Pall Bearer: An officer serving as a pall bearer at any funeral may be granted up to four (4) hours leave without loss of pay. Officers shall not actively solicit pall bearer positions.

Article 26 - MILITARY LEAVE

Officers who are members of the Officer Reserve Corps, enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, State Guard, Air Force Reserve, or any other reserve component of the military or naval forces of the United States or the State of Wisconsin shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such officers shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency such officer may take an extended military leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any officer on a military leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay cost for such coverage. The City also agrees to comply with Section 21.14, Wisconsin Statutes.

Article 27 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any officer upon his/her request to further his/her education or where the City will directly benefit from the leave. Such leave may be given for a period not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources and Labor Relations Committee for approval in their sole discretion.

An officer who has used all of his/her sick leave and vacation time and is still unable to return to work or to be reasonably accommodated due to sickness shall notify the City and request a leave of absence. The leave of absence may be granted for a period not to exceed one (1) calendar year or until the officer is physically able to return to work, whichever is the lesser. The City will

comply with the provisions of applicable state and federal statutes and guidelines concerning accommodations for an officer's disabling medical condition.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of the leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the officer. The City shall allow any officer on a leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay the entire costs for such coverage.

Article 28 - JURY DUTY

Officers who are covered by this Agreement who serve on a jury shall be paid the difference between the jury or witness fees and their regular earnings. Officers shall notify a supervisor as soon as reasonably possible when they are notified of Jury Duty responsibilities. Officers when relieved from jury duty shall immediately return to their jobs and complete their schedule work day. Officers shall not be entitled to overtime or shift differential under this provision.

Article 29 - SEPARATION BENEFIT FOR VACATION, COMPENSATORY TIME AND PERFECT ATTENDANCE LEAVE

At time of voluntary separation officers with at least twelve (12) months of service who subsequently leave the employ of the City in good standing, upon giving at least ten (10) calendar days written notice, shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity. The officer's last day of work will be the last day on the payroll. Officers will not be permitted to utilize vacation, compensatory and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

Officers separating from employment without twelve (12) months of service and/or who have given less than ten (10) calendar days written notice; shall receive cash payments for all remaining compensatory time, training time off and longevity.

Officers separating from the force due to death or retirement due to age or disability shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity.

Article 30 – RETIREES

At the time of retirement under ETF guidelines, the officer may be given his/her duty weapon (sidearm), if requested and provided the City and Association approve of same and the officer is

not bared from ownership by law. In addition, at the time of retirement or death under ETF guidelines, the officer or officer's family may keep the officer's badge. Retirees who are subpoenaed as a result of their prior employment with the Wausau Police Department shall, upon submission of a voucher, be paid for hours in court at their applicable rate at the time of retirement.

When an Association member who is eligible for full Wisconsin Retirement System (WRS) benefits retires from service and the Association member provided six months' advance notice of intent to retire, the City agrees to pay a \$2,000 cash incentive on retirement.

Article 31 - CANINE ASSISTED POLICE OFFICERS

The Canine Assisted Police Officers will be required to have a kennel at their residence. The City will purchase and pay for installations of the kennel and underlying cement. Should the Canine Assisted Police Officer move, the cost of relocating the kennel will be the officer's responsibility. The City will pay for the canine's food, supplies and veterinary cost. The canine will be kept, fed, watered, exercised and taken to the vet by the Canine Assisted Police Officer. The Canine Assisted Police Officers and their canine shall have a dedicated take home squad assigned to each for their sole use. Said squads to be modified for use with the canine. (See also Articles 12, 14 and 15.)

Article 32 – RESIDENCY

Effective January 1, 2018 all law enforcement personnel must reside within thirty (30) miles of the jurisdictional boundaries of the City of Wausau. Such residence must be established within six months after completion of the probationary period. Failure to do this will result in loss of employment. Nothing precludes the Police Chief from extending the time limits for establishing such residence at his/her sole discretion. Residency exceptions granted prior to 1/1/18 are not affected by this change.

Article 33 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 34 - ENTIRE MEMORANDUM OF AGREEMENT

The City and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement that this agreement as a result of these negotiations is binding upon both parties, that no additional negotiations or changes of any provision pertaining to wages, hours, or conditions of employment shall be undertaken except by mutual consent. The foregoing agreement constitutes the entire agreement between the parties and supersedes and cancels all previous agreements, verbal or written between the City and the Association and constitutes the entire agreement between the parties. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions. All existing ordinances and resolutions of the Common Council effecting wages, hours and conditions of employment not inconsistent with this agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

Article 35 - DURATION OF AGREEMENT

A. Term: This Agreement shall become effective January 1, ~~2023-2025~~ and shall remain in full force and effect up to and including December 31, ~~2024~~~~2027~~. In addition, this Agreement shall remain in full force and effect until a subsequent Agreement has been reached between the City and the Association.

B. Timetable for Conference and Negotiations:

Step 1: Submission of Association bargaining requests and City management proposals, in writing, on or before September 1st.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged as outlined in Step 1 above, but in no event later than September 15th.

This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

APPENDIX A

		12/22/2024	6/22/2025	12/21/2025	6/21/2026	12/20/2026
Cadet	Hourly	\$ 27.39	\$ 27.66	\$ 28.49	\$ 28.77	\$ 29.92
	Bi-Weekly	\$ 2,191.20	\$ 2,212.80	\$ 2,279.20	\$ 2,301.60	\$ 2,393.60
	Annual	\$ 56,971.20	\$ 57,532.80	\$ 59,259.20	\$ 59,841.60	\$ 62,233.60
PO - Hire	Hourly	\$ 30.76	\$ 31.07	\$ 32.00	\$ 32.32	\$ 33.61
	Bi-Weekly	\$ 2,460.80	\$ 2,485.60	\$ 2,560.00	\$ 2,585.60	\$ 2,688.80
	Annual	\$ 63,980.80	\$ 64,625.60	\$ 66,560.00	\$ 67,225.60	\$ 69,908.80
PO I	Hourly	\$ 34.90	\$ 35.25	\$ 36.31	\$ 36.67	\$ 38.14
	Bi-Weekly	\$ 2,792.00	\$ 2,820.00	\$ 2,904.80	\$ 2,933.60	\$ 3,051.20
	Annual	\$ 72,592.00	\$ 73,320.00	\$ 75,524.80	\$ 76,273.60	\$ 79,331.20
PO II	Hourly	\$ 37.45	\$ 37.82	\$ 38.95	\$ 39.34	\$ 40.91
	Bi-Weekly	\$ 2,996.00	\$ 3,025.60	\$ 3,116.00	\$ 3,147.20	\$ 3,272.80
	Annual	\$ 77,896.00	\$ 78,665.60	\$ 81,016.00	\$ 81,827.20	\$ 85,092.80
PO III	Hourly	\$ 37.97	\$ 38.35	\$ 39.50	\$ 39.90	\$ 41.50
	Bi-Weekly	\$ 3,037.60	\$ 3,068.00	\$ 3,160.00	\$ 3,192.00	\$ 3,320.00
	Annual	\$ 78,977.60	\$ 79,768.00	\$ 82,160.00	\$ 82,992.00	\$ 86,320.00
PO IV	Hourly	\$ 39.97	\$ 40.37	\$ 41.58	\$ 42.00	\$ 43.68
	Bi-Weekly	\$ 3,197.60	\$ 3,229.60	\$ 3,326.40	\$ 3,360.00	\$ 3,494.40
	Annual	\$ 83,137.60	\$ 83,969.60	\$ 86,486.40	\$ 87,360.00	\$ 90,854.40
Detective	Hourly	\$ 41.97	\$ 42.39	\$ 43.66	\$ 44.10	\$ 45.86
	Bi-Weekly	\$ 3,357.60	\$ 3,391.20	\$ 3,492.80	\$ 3,528.00	\$ 3,668.80
	Annual	\$ 87,297.60	\$ 88,171.20	\$ 90,812.80	\$ 91,728.00	\$ 95,388.80

To retain employment officers must attain and maintain appropriate firearm certification as determined by the City. One percent (1%) of the officers annual base pay shall be paid upon meeting department annual certification testing standards and not later than November 1.

Pay Rate Schedule

~~An Officer while in attendance of a Police Recruit Academy is considered a Cadet - Is an Officer while in attendance of a Police Recruit Academy.~~

Police Officer 1 – after completion of 18 months of probation

Police Officer 2 - 24 months after hire as PO

Police Officer 3 - 36 months after hire as PO

Police Officer 4 - 48 months after hire as PO

"Years of service" shall be defined as years of service as a Police Officer employed by the City of Wausau Police Department or recognized lateral entry credit.

The Canine Assisted Police Officer position shall receive an additional 3.5% per hour over his/her hourly rate.

The Community Resource Officer (CRO), Special Investigations Unit Officer (SIU), Crisis Response Team Officer (CART), Victim Resource Officer, and School Resource Officer (SRO) ~~(while engaged in the duties as a SRO)~~ positions shall receive an additional 5% per hour over his/her hourly rate.

Appendix B

MEMORANDUM OF UNDERSTANDING

~~_____ This Memorandum of Understanding is by and between the City of Wausau (the “City”) and the Wausau Professional Police Association (“Union”).~~

~~_____ WHEREAS, the parties are desirous of having School Resource Officers (SROs) assigned to high schools to utilize therapy dogs;~~

~~_____ WHEREAS, the City and Union acknowledge existing Therapy K9 Policy, guidelines and expectations for officers assigned to therapy canine teams.~~

~~_____ IT IS HEREBY AGREED AND UNDERSTOOD BY THE PARTIES AS FOLLOWS:~~

- ~~1. Consistent with industry standards, the therapy dog handler will be granted one half hour of paid time to care for their assigned therapy dog for each calendar day.~~
- ~~2. The therapy dog handler will be paid at the cadet hourly rate for one half each calendar day to care for the therapy dog.~~
- ~~3. Overtime will be based on the therapy dog handler’s regular Appendix A rate.~~
- ~~4. This Memorandum of Understanding becomes effective on January 1, 2021, and will expire on December 31, 2024, unless extended by the parties.~~

~~WAUSAU PROFESSIONAL POLICE _____ CITY OF WAUSAU ASSOCIATION~~

~~By: _____ By: _____
_____ Date _____ Date~~

Appendix C

MEMORANDUM OF AGREEMENT

Temporarily supersedes Article 12, Section A, Paragraphs 3, 4 and 5. This MOA will terminate on December 31, 2024, unless extended by the parties.

The normal work hours of the 12-hour schedule would be as follows:

_____ Day shift 6 a.m. — 6 p.m.,

_____ and Night shift 6 p.m. — 6 a.m.

Officers may be assigned to alternate 12-hour swing shift schedules which would be as follows:

_____ AM Swing shift 8 a.m. — 8 p.m.*

_____ PM Swing shift 4 p.m. to 4 a.m.*

*Officers assigned to the “swing shifts” may have their start time moved earlier or delayed up to two (2) hours with 24 hours’ notice. Absent the 24 hours’ notice, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed.

Officers assigned to one of the above day shift or night shift groups will only have their hours changed outside of their normally assigned group as needed for coverage and such change will be for the full two (2) or three (3) day block as a minimum, and with at least fourteen (14) days’ notice, such notice may include a phone message. For these specific shift change situations seniority shall be recognized and the AM swing will be considered part of the day shift group and the PM swing will be considered part of the night shift group. If an officer is given less than fourteen (14) days’ notice from the new start time, the officer shall receive 4 hours of pay at the officer’s regular rate of pay for each shift changed. Except in emergency or extreme circumstances, all officers shall receive at least a 24-hour notice of a day shift to a night shift or a night shift to a day shift change.

**WAUSAU PROFESSIONAL POLICE
ASSOCIATION**

CITY OF WAUSAU

By: _____
Date _____

By: _____
Date _____

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE	
Approve bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2025 through December 31, 2027.	
Committee Action:	FIN: HR:
Fiscal Impact:	\$XX plus benefits over the life of the contract
File Number:	02-1216
Date Introduced:	November 26, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereby referred to as “City”) and the Professional Police Association (hereafter referred to as the “ Police Union”) have agreed to the provisions of a collective bargaining agreement encompassing the time period of January 1, 2025 to December 31,2027, the summary of the agreement being attached; and

WHEREAS, your Human Resources Committee at their 11-26-2024 meeting and Finance Committee at their 11-26-2024 meeting recommend the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Police Union, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a three-year agreement, encompassing the periods of January 1, 2025 to December 31, 2027 , and

BE IT FURTHER RESOLVED that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

Doug Diny, Mayor

Human Resource and Finance Committees Packet

November 2024

Agenda Item
Discussion and possible action to approve CBA between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC
Background
The City concluded negotiations with Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC. The WFA Local 415, AFL-CIO and CLC contract ends on December 31,2024. The contract presented to HR and Finance Committees will replace expiring contract.
Fiscal Impact
<ul style="list-style-type: none">• Firefighters, Engineers, and Lieutenants will receive 3% on the first pay period of 2025 and an additional 1% at the start of the 13th pay period.• In 2026 they will receive 3% at the start of the first pay period and 1% at the start of the 13th pay period• In 2027, they will receive a 4% raise
Staff Recommendation
Discuss and possible action on approving labor contract with Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.
Staff contact: James Henderson (715-261-6634)

CITY OF WAUSAU

AND

WAUSAU FIREFIGHTER ASSOCIATION
LOCAL 415, IAFF, AFL-CIO and CLC



LABOR AGREEMENT

January 1, 2025 to December 31, 2027

INDEX

<u>ARTICLE</u>		<u>PAGE(s)</u>
2	BULLETIN BOARDS.....	1-2
15	CLOTHING ALLOWANCE.....	20-21
23	DISCIPLINE.....	28-29
7	DISCRIMINATION	5
3	DUES DEDUCTION.....	2
32	DURATION	31-32
33	ENTIRE MEMORANDUM OF AGREEMENT	32
6	FAIR SHARE AGREEMENT.....	4-5
17	FUNERAL LEAVE.....	22-23
8	GRIEVANCE PROCEDURE.....	6-9
16	HOLIDAYS.....	21-22
21	INSURANCE	27-28
31	JURY DUTY	31
19	LEAVE OF ABSENCE.....	26-27
22	LONGEVITY	28
4	MANAGEMENT RIGHTS	2-3
20	MILITARY LEAVE.....	27
26	OUTSIDE EMPLOYMENT.....	29-30
30	PAST PRACTICES	31
9	PROBATIONARY PERIOD.....	9
11	PROMOTION PROCEDURE.....	10-13
1	RECOGNITION	1
24	RETIREMENT	29
28	SAFETY AND HEALTH.....	31
12	SALARIES	14-15
29	SAVINGS CLAUSE	31

INDEX

<u>ARTICLE</u>	<u>PAGE(s)</u>
10 SENIORITY.....	9-10
18 SICK LEAVE.....	23-26
25 SUPERVISOR DUTIES.....	29
5 UNION ACTIVITY.....	3
14 VACATIONS.....	17-20
27 WORK STOPPAGE.....	30-31
13 WORKWEEK.....	15-17
APPENDIX A: MONTHLY WAGES.....	33
APPENDIX B: EMERGENCY MEDICAL TECHNICIAN PROGRAM.....	34-36
APPENDIX C: HAZARDOUS MATERIAL.....	37
APPENDIX D: EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM.....	38

WAUSAU FIREFIGHTERS ASSOCIATION LABOR AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Local 415, IAFF, Wausau Firefighters Association, AFL-CIO and CLC, hereinafter referred to as "Union".

WITNESSETH

WHEREAS, the City and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

The City continues to recognize Local 415, IAFF, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, fringe benefits, hours, and conditions of employment for the following employees: Lieutenant/Firefighting, Engineer, Firefighter/Operations, Lieutenant/Inspections, and Firefighter/Inspections. Expressly excluded from the bargaining unit of the Wausau Firefighters Association are the Chief, Deputy Chief, Fire Marshal, EMS Division Chief and Battalion Chiefs.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Article 2 - BULLETIN BOARDS

The City agrees to provide space for separate bulletin boards for the Union's use at each station and allow them to be erected in locations to be agreed upon for posting notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives,

credit unions, and unemployment compensation information and other notices concerning Union Affairs which are not political or controversial in nature. Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

Article 3 - DUES DEDUCTION

- A. **Dues Deduction:** The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 415 as the monthly dues of the Union. Deduction shall be made commencing with the first payroll period in January. The City shall forward the dues collected to the Secretary-Treasurer of Local 415 each month.
- B. **Termination:** Deductions will be made or terminated by the employee giving thirty (30) days written notice to the City and the Union effective at the end of the payroll period following the thirty (30) days.
- C. **Indemnification:** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability or costs against the City which arise out of the City's compliance with the dues check-off agreement. This statement shall not require the Union to pay an administrative fee or other charge to the City for the implementation of this dues deduction program.

Article 4 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract.

These rights include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To hire, promote, transfer, assign and retain employees in position with the City.
- C. To suspend, demote, discharge and take other disciplinary action against employees pursuant to the ordinances of the City of Wausau, subject to the Grievance Procedure where applicable.
- D. To relieve employees from their duties because of lack of work or other legitimate

reasons.

- E. To maintain efficiency of City government operation entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods and services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency.
- L. To establish reasonable rules and regulations. The Union acknowledges that the establishment and modifications of the rules and regulations of the Wausau Fire Department are within the sole and exclusive power of the Chief and that s/he may establish, modify and repeal rules or regulations. The Chief will submit any new rule or regulation to the bargaining committee of the Union in advance of the effective date of the new rule or regulation, whenever possible, and the Union will be provided the opportunity of discussing the new rule or regulation with the Chief. However, the City agrees that such rules or regulations will be reasonable with the reasonableness of the rules subject to the grievance procedure.
- M. To determine the number, structure and location of departments and divisions and number and kind of positions and job classifications with the Wausau Fire Department.

Article 5 - UNION ACTIVITY

The Union shall be required to provide written notification to the Chief, the Human Resources Committee and the Labor Negotiator with seven (7) days following the election or selection of Union officers, stewards or other Union officials including members of the Bargaining and Grievance Committees. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal work day.

Article 6 - FAIR SHARE AGREEMENT

- A. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. Forfeiture: In the event that the bargaining representative, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the City, the deductions and payments of fair share contributions made in accordance with this agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever will be made from the earnings of any employee, nor shall any payment whatever be made to the Treasurer of the bargaining representative by the City. The Association action referred to in Article 27(B) shall be considered in determining whether or not the Association caused, encouraged or authorized the strike.
- C. Administrative Fee: The Association shall pay the City seventy-eight dollars (\$78.00) per year payable on or before the 1st of February each year to partially cover the administrative expenses of dues deduction.
- D. Responsibilities of the City and the Collective Bargaining Representative:
1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from the employee's wages earned.
 2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken or not taken by the City in compliance with the provisions of this agreement.
 3. Trust Account: During the pendency of any action brought challenging the provisions of this agreement or the right of the City and the collective bargaining representative to enter into such agreement, all sums which the City has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the Treasurer of the collective bargaining representative shall be placed in trust

with the Treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 7 - DISCRIMINATION

- A. The City agrees not to discriminate against any employee or group of employees for union activity. The City and the union agree that there shall be no discrimination and/or harassment against any employee or applicant protected under Federal and State laws including but not limited to: Title VII, Civil Rights Act of 1964, ADA and the Pregnancy Discrimination Act. Discrimination includes adverse employment action because of race, color, creed, national origin, religion, sex, arrest record or conviction record, disability, marital status or sexual orientation. Alleged violations of this article are not subject to the grievance and arbitration provisions contained herein.
- B. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. All members who elect to seek a duty accommodation or special assignment due to a medical condition must notify the Fire Chief or his/her designee as soon as practicable. An employee being returned to work with restrictions must provide medical documentation which includes an assessment of the member's ability to perform the essential functions of the job and any medically required limitations. Accommodations for temporary disabilities will be made with the approval of the Fire Chief. Firefighters who receive duty accommodations or special assignments due to temporary disabilities will have their schedules and wages converted for the duration of the duty accommodation or special assignment according to Article 13 Workweek and Article 18 Sick Leave. Disability accommodations will be based upon the specific medical capabilities of the firefighter and may include, but not necessarily be limited to, the following:
1. Equipment or facility modifications
 2. Temporary duty assignments
 3. Job restructuring
 4. Part-time or modified work schedules
 5. Job reassignment. For temporary disabilities reassignment limited within the Department.
- C. Firefighters are required to notify the Fire Chief or designee of any changes in medical restrictions on the same day as the change. The Fire Chief has the authority to re-evaluate and assign temporary assignments based on new medical information and the needs of the department.

Article 8 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall mean any dispute which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract. Prior to filing a written grievance, employees will be expected to orally present their dispute or concern to their supervisor or Battalion Chief, giving them full opportunity to address the concerns through normal management practices and the chain of command.
- B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. Steps in Procedure:

Step 1: The grievant, alone or with a union representative, shall, within ten (10) business days after he/she knew or should have known of the cause of such grievance, and having tried to resolve the grievance orally with his/her supervisor, or Battalion Chief shall prepare a written grievance on forms provided by the City and present the written grievance to the Battalion Chief. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The Deputy Chief shall meet with the employee and discuss the grievance on the day it is presented. The employee may have Union representation present if he/she desires it, but Union representation shall be by no more than two (2) representatives and one legal representative. The Deputy Chief may have one (1) additional department manager present to hear the grievance presentation. The Deputy Chief shall inform the Union and aggrieved employee in writing of his or her decision with three (3) working days (Monday through Friday, holidays excepted) of hearing the grievance. The Deputy Chief may respond by either affirming the grievance, denying the grievance, or declaring an inability to resolve the grievance. An inability to resolve shall be considered the same as denial of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 1 decision present the grievance to the Fire Chief. The Chief shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance. Said meeting shall occur within

fourteen (14) business days of the submission by the employee. The Chief will review and investigate the grievance and inform the aggrieved employee and the union in writing of the decision within ten (10) business days after the meeting with the grievant and the Chief.

Step 3: If the grievance is not settled at Step 2, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 2 decision, prepare a written appeal on forms supplied by the City and present the appeal to the Human Resources Director. The Human Resources Director shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance appeal. Said meeting shall occur within eight (8) business days of the submission of the appeal by the employee. The Human Resources Director will review and investigate the grievance and inform the aggrieved employee and the Union in writing of the decision within five (5) business days after the meeting with the grievant.

Step 4: If the grievance is not settled in the third step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes, but rather relates to the interpretation of the contract, shall be submitted to the Human Resources Committee. This appeal shall take place within five (5) business days after receipt of the written decision of the Human Resources Director. The Human Resources Committee shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance at a time and date mutually agreed upon by the parties. The date for the meeting with the Human Resources Committee shall be established within fourteen (14) business days of the date the grievance is appealed to Step 4. The Human Resources Committee, after review and investigation, shall, within ten (10) business days after the meeting, inform the aggrieved employee and the Union in writing of its decision.

Step 5: If the grievance is not settled in the fourth step, the subject matter of the grievance may be appealed to arbitration within five (5) business days after receipt of the written decision of the Human Resources Committee.

E. Arbitration:

1. Time Limits: If a satisfactory settlement is not reached in Step 2 or Step 3, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) business days after the decision of either the Fire Chief or the Human Resources Committee, whichever is applicable, that they intend to process the grievance to arbitration.
2. Method of Selection: Before the initial arbitration hearing, the City and Union Grievance Committee shall use their best efforts to select a mutually agreeable

arbitrator. If the City and the Union Grievance Committee are unable to agree on an arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission (WERC) to prepare a list of five (5) impartial arbitrators. If neither party requests the list from the Wisconsin Employment Relations Commission within twenty (20) business days after the notification of the intent to arbitrate, the grievance shall be considered waived. The Union Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Union exercising the first and third strikes. The Union and City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of their appointment in a joint statement from the City and the Union.

3. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties.
4. Costs: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including attorney's fees. Testimony or other participation by employees, during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall be reimbursed for or paid for by the City only if the participant is on duty.
5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. If a discharged employee is found to have been unjustly discharged, he/she shall be reinstated to his/her former position and receive pay for all time lost or some other appropriate action as the arbitrator may decide.
6. Time and Motion Limit: During all steps of the Grievance Procedure, all employees of the Union or the Union itself shall maintain records of their time in processing the grievance during work hours. Employees shall also maintain records of all time expended on Union business during the normal work day. These records shall be maintained on a monthly basis and forwarded to the Fire Chief within seven (7) days following the close of the month. If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Union business. Where permissible under State law, the

Union, with the approval of the Chief, shall have the right to conduct Union meetings at the Central Fire Station.

Article 9 - PROBATIONARY PERIOD

Probationary Period: All new employees shall serve a probationary period of one year from date of hire. During the probationary period, the employee shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire. EMT Basic employees will be on probation and continue on probation for one year after receiving their paramedic licensure.

Article 10 - SENIORITY

- A. Definition: Seniority is the actual continuous length of service for which payment has been received from the City by the employee since his/her most recent date of hire. The Fire Department shall establish a seniority list on the basis of relative length of service and it shall be brought up-to-date January 1 of each year and be immediately posted thereafter on the Central Fire Station bulletin board and on each outside station bulletin board for a period of not less than thirty (30) days and a copy of the same shall be mailed to the Secretary of the Union. Any objection to the seniority list shall be reported to the Chief of the Fire Department within thirty (30) days after the date of posting or it shall stand approved. If two (2) or more employees commence employment on the same date, the employee's ranking on the eligibility list shall determine the employee's placement on the seniority list.
- B. Effect of Leaves: Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence.
- C. Loss of Seniority: Seniority and the employment relationship shall be broken down and terminated if an employee:
1. Quits;
 2. Is discharged for just cause;
 3. Is absent from work for three (3) consecutive working days without notification to the Employer;
 4. Fails to report to work within three (3) working days after having been recalled, where possible;

5. Fails to report for work, at the termination of a leave of absence;
6. Retires.

The provisions of C(3) and C(5) shall not apply if the employee is able to justify his failure to comply with these provisions due to an emergency.

Article 11 - PROMOTION PROCEDURE

- A. Notice of Vacancies: The Chief shall see that available openings for regular or new positions are made known to employees in the Department. Notice of such openings or new positions shall be posted in each station in the Fire Department for a minimum of ten (10) calendar days, and this shall be considered full compliance with this provision.
- B. Promotional Criteria: In cases of promotion, other than appointment to positions outside the bargaining unit and for Engineers, the Chief in making recommendation to the Police and Fire Commission shall base the recommendation on the following factors: job knowledge, peer input, and seniority. These factors shall be given equal weight in recommending an employee for a promotion, unless the Chief determines that the factors should be weighted, in which case, all applicants shall be considered on the same standards and the weights to be given to each criteria shall be included in the job posting. In no event, shall the weight given to seniority be less than ten percent (10%). Peer Input shall be determined by peer appraisal of an applicant's ability to perform in the promoted position and their ranking of the applicants based on that appraisal. The Chief shall make the recommendation for promotion from among the employees who receive the top three highest composite scores.
- C. Non-promotion: The Chief shall submit a letter to any employee who had a higher composite score than the employee recommended for the promotion who requests such a letter in writing. Such letter shall state the specific reasons why the individual was not recommended. Such letter shall be sent within seven (7) calendar days of the request for the letter.
- D. Engineer's Rank: Personnel appointed to the rank Engineer shall continue to maintain high proficiencies in firefighting, rescue, and EMS duties while assuming all duties currently assigned to an Engineer. Employees appointed to the rank of Engineer shall be expected to perform the following duties in addition to the requirements of the current rank:
 1. Engineers shall assume the role of acting Lieutenant in the absence of the Lieutenant assigned to their station. If no Engineer is available at a particular station, Engineers will be assigned to act as a Lieutenant by station seniority.

**Exception: In the event that two Engineers are assigned to one station, acting Lieutenant duties shall be assumed by the senior Engineer. If the senior Engineer is not available to act, the junior Engineer at Central Station will be assigned to act as a Lieutenant.*

If no Engineer is available to move up and fill a vacant Lieutenant's position on a crew, that vacancy shall be filled by the most senior Firefighter on that crew who is on the acting Lieutenant roster.

2. Engineers shall instruct and/or conduct training for the department at the request of the Chief or the Chief's designee. i.e. Deputy Chief, shift commander, etc.
3. The department shall establish a list of qualified Engineer candidates composed of those employees who have passed the departmental driving and pumping tests for acting in this position. This list of personnel shall be ranked by seniority with the highest position being the most senior and the lowest being least senior. When an opening for Engineer occurs, the person at the top of the list (most senior) shall be appointed to the rank of Engineer. If that person refuses/rejects the appointment, the position shall be offered to the next most senior person, and so on until the appointment is accepted. Rejection of an opening shall not cause the employee to be removed from the list or lowered in ranking.
4. Engineer Proficiency Exam
 - a. Announcement of recruiting for the position of Engineer will be posted for at least 10 business days before the deadline. The top nine (9) Firefighters as determined by seniority will be allowed to apply for the Engineer rank.
 - b. Applicants can apply by submitting their resume to the Fire Chief by the deadline stated in the posting.
 - c. To be eligible to promote to the rank of Engineer candidates must receive a passing score on the practical exam. The practical exam will be developed by the Training Division Chief, or other designee of the Fire Chief. The practical exam will be similar to the State of Wisconsin Apparatus Operator and Ariel Operator exams and incorporate specific operations unique to the Wausau Fire Department equipment and operations. The intent of the exam is for the Engineer candidates to prove competency in operation of department apparatus and equipment. The same pass/fail criteria that is used in the State of Wisconsin exams will be applied to the Wausau Fire Department exam.
 - d. All candidates that have passed the practical exam will be placed on an eligibility list that will last no longer than two years from the date established. When an engineer's position becomes vacant the Fire Chief will offer the position to the most senior candidate on the list.

E. Acting Lieutenant Lists

1. The Fire Department shall establish an Acting Lieutenant list in advance of potential openings to the position of Acting Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant. Members who have not completed and/or do not satisfy the requirements for promotion to Lieutenant shall not be placed on the Acting Lieutenant List and shall not be eligible to Act except as otherwise provided for herein. The Acting Lieutenant list shall expire after two years.
2. The Acting Lieutenant list shall not be used to fill overtime opportunities. Overtime opportunities shall be filled from the overtime list in a manner consistent with Policy (*Policy 404, Overtime Policy April 10, 2018*) as historically applied. Acting Lieutenant Roster shall be composed of Engineers and firefighters with a minimum of five (5) years of seniority at Wausau fire who volunteer to act.
3. If traveling or transferring of station(s) is required to fill an Acting Lieutenant position, accommodations shall be made to ensure that any remaining higher-class duty or duties are assigned by seniority to a member on what otherwise would be the Acting Lieutenant's crew (e.g. If an Engineer is assigned to the position of Acting Lieutenant, leaving a vacancy to be filled by an Acting Engineer, the Acting Engineer position shall be offered to the most senior firefighter on the crew from which the Acting Lieutenant was drawn). If there is no traveling or transferring of stations, Acting Engineer positions shall be filled by contract as historically applied.
4. Acting Lieutenant assignments from the list shall be limited to ten (15) acting opportunities per person, per calendar year. An "acting opportunity" shall be considered a 24 hour shift, occurring as a result of scheduled vacation, PAL or Personal. Personnel who have served in ten (15) Acting Lieutenant from the list in a calendar year shall no longer receive acting preference per the acting lieutenant list. Acting Lieutenant positions shall then be filled as historically applied per policy (Article 11, Section D, Para 1) to the most senior Engineer on crew.
5. The Fire Department shall establish a Promotional List of members in advance of potential openings to the position of Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant via the promotional process. In the event that there is an exhaustion of Promotional List members, an Acting Lieutenant list shall be created to reflect any bargaining members who have received the proper credentialing and achieved the necessary requirements to act. Any and all members who do not meet or satisfy the requirements for promotion to Lieutenant shall not be placed on an Acting Lieutenant list and shall not be eligible from herein.

6. In the event of a vacancy in the Lieutenant rank, a Promotional List member shall be granted preference to act and be given the opportunity to complete the (15) acting opportunities per person, per calendar year. An “opportunity” to act shall be a 24-hour shift, occurring as a result of scheduled vacation, PAL or Personal Leave. Upon exhaustion of the Promotional List members completing their (15) opportunities to act, or of which have been promoted, preference will then be afforded to the Acting List members from the predetermined Acting Lieutenants list.

- F. Eligibility to test for Lieutenant: Applicants for promotion to the position of Lieutenant must be part of the Acting Lieutenant pool and therefore must be either an Engineer, who by their rank are required to be Acting Lieutenants as needed or a Firefighter who is on the Acting Lieutenant list.

- G. Lieutenant testing process limited to fifteen (15) candidates: The lieutenant testing process shall be limited to a maximum of fifteen (15) candidates. In the event that more than fifteen (15) candidates apply to be tested, the fifteen (15) qualified applicants with the highest seniority shall be advanced to the testing process.

- H. Acting Battalion Chief Assignments
 1. Acting Battalion Chief assignments shall be filled by bargaining unit members who hold the rank of Lieutenant.

 2. After crew and vacation picks are completed, Lieutenants who meet the six month probationary requirements for assignment to the position of Acting Battalion Chief shall be placed on an Acting Battalion Chief assignment list by seniority for the next calendar year. The candidates for Acting Battalion Chief may, on each crew, agree to waive their seniority for selection to Acting Battalion Chief, which would be reflected on the Acting Battalion Chief list. This ranking of Acting Battalion Chief would be in effect for the entire year.

 3. Lieutenants who wish to have first priority for the opportunity of serving as Acting Battalion Chief shall be encouraged to select Central Station during the crew and station selection process.

 4. In the event a Lieutenant is required to travel from an outside house to Central Station to fill an Acting Battalion Chief position, the Junior Lieutenant from Central Station (regardless of probationary status) shall travel to the outside house so that the Central Station Engineer acting opportunities are filled according to Article 11 Section D Paragraph 1 as historically applied.

 5. In the event more than one person per crew are on the Acting Battalion Chief list, consideration will be given to the highest ranking (i.e. most senior) member on the Acting Battalion Chief list.

Article 12 - SALARIES

- A. Schedule: Appendix "A" shall be the schedule of wages payable to employees of the Fire Department.
- B. Pay Day: The members of the Fire Department shall be paid on alternate Fridays consistent with the general city payroll provided, however, that if such day falls on a full holiday, the pay shall be distributed one (1) day earlier at a time designated by the Chief.
- C. Acting Pay: When assigned to work in a higher classification for four (4) hours accumulative or more per shift, the member of the bargaining unit shall receive the compensation for that classification for each full hour so assigned. For the position of acting Engineer, the senior Firefighter at their respective station where the opening occurs will act. If that Firefighter is not present, the assignment will be filled by seniority from the crew's roster.

The Acting Lieutenant Roster shall be composed of Engineers and Firefighters with a minimum of 5 years seniority who volunteer to act.

- D. Direct Deposit: Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.
- E. Field Training Officers: Field Training Officers (FTOs) shall receive an additional \$1.50 per hour while performing field training duties, normally 240 hours, for a new hire. If the field training officer deems the recruit's actions or inactions to be detrimental to patient care, he/she may immediately remove the recruit from the role of providing direct patient care during that call. The FTO's role shall be that of a mentor/evaluator, not supervisor. FTOs may have other crew members assist the candidate when patient care levels are appropriate.

F. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resource Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and have actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;

3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of service credit.
7. The new hire must have departed their previous full-time, unionized fire department with a record of good standing in order to receive transfer benefits.

Article 13 - WORKWEEK

- A. Normal On-duty Week for Firefighting Employees: The on-duty week of all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours. The platooning of all employees shall be established by the Chief of the Fire Department. The normal schedule for each platoon shall be as follows: On duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, and have four (4) 24-hour periods off. This sequence may be altered to permit changes in an individual's duty cycle. Firefighters who are attending school for their Paramedic license will be considered 40 hour per week employees.
- B. On-Duty Day for Firefighting Employees: The on-duty day for all firefighting employees shall begin at 6:45 A.M. and end on the following day at 6:45 A.M. and shall consist of twenty-four (24) hours. All references to on-duty days for firefighting employees shall be defined as above and shall not be construed as to include any normal off-duty time.
- C. Normal Work Week of Fire Inspection Employees and Temporary Duty employees: The normal work week of the fire inspection and temporary duty employees shall average forty (40) hours per week. Fire inspection employees and temporary duty employees shall work eight (8) hours each day, Monday through Friday.
- D. Normal Work Day for Fire Inspection Employees and Temporary Duty Employees:
 1. A work day for all fire inspection employees will be given the option to begin work at 7:30am and end at 4:00pm Monday thru Friday or begin work at 7:30am and end at 6:00pm four (4) days a week schedule. The workday shall include one-

half (1/2) lunch without pay. Flexible schedule will be allowed with the approval of the chief.

2. A work day for temporary duty employees, when medically appropriate, shall begin at 7:30 a.m. and end at 4:00 p.m. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for temporary duty employees shall be defined as an eight (8) hour work day and shall not be construed as to include any normal time off.
3. When a non-exempt fire inspection employee is called in to work or attends approved training outside their normal work week or work day, the employee shall be given the option to be paid in compensatory time at the rate of one and one half (1.5) hours for every hour worked or receive time and one half pay (1.5) pay for every hour worked outside of the normal work day or week. The rules governing the cashing in of compensatory time in Article 13 Section G. shall apply here as well.

E. Change in Schedule: The normal schedule of the least senior Firefighter/Inspector on duty and temporary duty employees may be changed by the Chief, when the need arises, with reasonable notice.

F. Time Trades: Trading of time between individual members of the Fire Department shall be allowed provided the individuals trading time shall have comparable abilities. All time trades shall be approved or disapproved by the Chief, Deputy Chief (or their designee) before being effective. All traded time shall be noted on Trade Report Forms and signed by the authorizing officer. Time trading shall not be permitted if such trading results in premium pay.

1. Non-Emergency Call-in: When an employee is instructed to report early for a particular shift or is required to remain after the end of his/her shift or called in for non-emergency work, he/she shall be paid at time and one-half (1 1/2) for a minimum of one-half (1/2) hour. Any time worked in excess of the minimum shall be paid at the rate of time and one-half (1 1/2) for the actual time worked.
2. Emergency Call-in: When an employee is called to duty outside his/her normal shift for an emergency, he/she shall be compensated at a rate of time and one-half (1 1/2) based upon his/her normal hourly rate and such employee shall receive a minimum of four (4) hours compensation. The City reserves the right to have this employee work the complete four (4) hours and in the event the employee is released during the four (4) hour period and allowed to discontinue his/her work within that period of time, if such employee is called back within the same four (4) hour period, any extension over the four(4) hour period shall be paid at a rate of time and one-half (1 1/2) based upon the actual time worked in excess of four (4)

hours.

3. Out of Town Transport Cancellations. When an employee is called in for an out of town transport the called in employee shall receive two hours of pay at the rate of time and one-half (1 1/2) for the actual time worked if the transport is cancelled prior to leaving the station.

G. Ambulance Duty: Except in cases of a fire emergency, only Fire Department personnel shall staff the ambulance of the Wausau Fire Department.

H. Honor Guard: Requests to serve as a member of the honor guard at City Sponsored events must include the number of proposed team members and proposed duration and must be approved by the Chief in advance in order to be a compensable assignment. Nothing in this agreement is meant to preclude staff from volunteering to serve as Honor Guard at non-compensable, non-City sponsored events.

Article 14 - VACATIONS

A. Vacation Benefit: Annually employees shall receive and earn vacation leave with pay as follows:

1. 56 Hour Week Employees:

Less than one (1) calendar year.....	Prorated three (3) work days.
After one (1) year.....	3 work days
After two (2) years	6 work days
After eight (8) years	9 work days
After fifteen (15) years.....	12 work days
After twenty (20) years	14 work days
After twenty-five (25) years.....	15 work days

2. 40 Hour Week Employees:

Less than one (1) calendar year.....	Prorated six (6) work days.
After one (1) year.....	6 work days
After two (2) years	11 work days
After eight (8) years	17 work days
After fifteen (15) years.....	22 work days
After twenty (20) years	27 work days
After twenty-one (21) years	28 work days
After twenty-five (25) years.....	29 work days

Vacations shall be based upon the calendar year and all new employees who have completed their one year of service shall be granted vacation on a prorated basis

retroactive to date of hire. No partial days' vacation shall be granted to any employee; the minimum vacation period shall be one (1) day.

- B. Scheduling: The number of employees on vacation within a given classification at any period shall be determined by the Chief. The Chief shall establish a vacation posting schedule and procedures. The vacation list shall be posted by December 1st. Choice of vacation time within a classification shall be made on the basis of seniority. No employee shall take more than six (6) or fewer than one (1) duty days at any given time. If more than one (1) day is selected in any vacation pick, it must be consecutive duty days. Forty (40) hour employees shall select no more than ten (10) work days at any given time. Forty (40) hour employees may take vacation in four (4) hour increments. Deputy Chiefs and non-represented shall not be included on the vacation schedule for bargaining unit employees. After each member of the department has selected his/her vacation time on a seniority basis, those members entitled to more than six (6) duty days' vacation shall select the remainder of their vacation from the remaining weeks of the year not selected by some other member of the department, also based on seniority. No employee shall be allowed to carry unused vacation into the succeeding year unless permission to do so is granted by the Chief. Forty (40) hour per week employees shall not be included in or on the vacation schedule for the fifty-six (56) hour per week employees. Vacation shall be allowed to be taken year round with the vacation periods calculated starting the first day of the calendar year. Employees who receive a promotion will not lose their vacation picks if they are transferred to another crew.

Employees working on a forty (40) hour per week schedule shall be permitted to have two (2) employees on vacation at the same time, subject to the approval of the Fire Marshall.

When an employee becomes seriously ill or is seriously injured before his/her vacation, and it continues into his/her vacation, the employee shall have the right to take that vacation at another time if alternative vacation periods are open on the schedule.

- C. Proration Formula: Proration of vacation for employees with less than one (1) calendar year of service shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired on or before the 15th of the month shall be given credit for the full month. If that employee leaves or is terminated after the 15th of any month, he/she shall be given credit for working that full month. If he/she leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month.

After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 3. In the event the resulting vacation involves a fraction of a day, this fraction shall be rounded off so that the employee will receive ultimately a full day

(i.e. 7/12 to 12/12) or no day (1/12 to 6/12).

For the purposes of computing the anniversary date of vacation benefits, the effective date of hire (for vacation benefits only) shall be January 1st of the year of hire. This shall not apply to the initial year of hire as provided above.

- D. Separation Benefit: At time of voluntary separation (retirement or resignation), employees with at least twelve (12) months of service who subsequently leave the employ of the City, upon giving fourteen (14) days written notice, or employees whose service is terminated due to death, shall receive cash payment for all remaining earned vacation time, compensatory time, perfect attendance leave credits and longevity. Employees who do not give at least fourteen (14) days written notice prior to termination of employment shall forfeit the prorated earned vacation and perfect attendance leave during the year in which the termination takes place.

The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time, and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

E. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resources Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and been actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;
3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of

service credit.

Article 15 - CLOTHING ALLOWANCE

- A. **Recruits**: At the time of initial employment a recruit shall be provided with the required uniforms and protective clothing as determined by the City. Items to be purchased by the employee are established in SOP# 102.10 and 102.11. In the event a recruit does not complete his/her probationary period, said uniforms and protective clothing shall be returned to the City. In the event a recruit fails to return said uniforms and protective clothing, the City shall deduct the value of such uniforms and protective clothing from the last paycheck of the recruit.
- B. **Other Employees**: All employees with one (1) year or more of service shall receive an annual uniform allowance of \$500 for purchase, replacement and care of uniform items. Said allowance shall be paid in \$250 increments, on a twice-yearly basis. Allowances will be paid in January and July of each year.
- C. **Terminating Employees**:
1. **Deduction**: Any employee who leaves the department for any reason during the year shall allow the City to deduct from his/her final paycheck any amount due the City on a prorated basis.
 2. **Proration**: Proration of the uniform allowance shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired between the 1st and the 15th of the month shall be given credit for working the full month. If he/she is hired after the 15th, he/she will receive no credit for that month. If the employee leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month. After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be applied to the specific uniform allowance in question during the year.
- D. **Protective Clothing**: City shall pay for full cost of replacement of protective clothing.

Employees shall be responsible for maintaining all of their protective clothing which shall be defined as coats, boots, hoods, bunker pants, helmets, gloves, and ambulance jackets. The gloves shall only be used for department assigned duties and only replaced as hereinafter provided. The City shall replace protective clothing, at City expense, when, in the opinion of the Chief or his/her designee, replacement is necessary. All replacement protective clothing shall be department and NFPA approved.

Article 16 – HOLIDAYS

Annual: Employees shall receive paid holidays for each of the following days:

New Year's Day	Labor Day
Good Friday (immediately preceding Easter)	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

1. 56 Hour/Week Employees: The rate for each day shall be based upon the employee's normal hourly rate. 56 hour employees shall be paid 12 hours holiday pay for each of the holidays listed above. If the employee elects to use holiday pay on the holiday, pay for said day shall be included in the payroll which follows the said holiday. In addition, employees whose work day starts at 6:45AM on a listed holiday shall receive an additional 4 hours pay if the employee works the full 24 hour shift as scheduled.
2. 40 Hour/Week Employees: The rate for each day shall be computed based upon the employee's normal hourly rate. If required to work on any of the designated holidays, they shall receive additional pay at their regular hourly rate for all such time worked.
3. Floating Holidays: At the start of each year, employees shall receive a bank of holiday pay according to the provisions above. Employees may elect to receive holiday pay on the appropriate holiday or use time off as a floating holiday on another day. Unused floating holiday time will be paid out at the end of the year and shall not be carried over into the following year. If an employee elects a floating holiday but separates before the holiday is earned, the employee shall repay the City for the holiday. Selection of these days shall be in accordance with the provision of Article 14(B) and restricted to 24 hour increments. Picks shall be made after all employees have selected their regular vacation picks, PAL and personal holiday days; floating holidays shall be picked last.
4. Personal Holiday: In addition to the above holidays, each full-time employee shall receive a total of two (2) personal holidays per calendar year. Selection of these days shall be in accordance with the provision of Article 14(B) and shall be made after all employees have selected their regular vacation picks and PAL days.

Article 17 - FUNERAL LEAVE

- A. Immediate Family: In the event of death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to attend the funeral. The employee shall be entitled to the day of the funeral and either the two (2) calendar days before (or after) or the calendar day before and the calendar day after the day of

the funeral, for a total of three (3) calendar days, including the day of the funeral. Immediate family shall mean spouse, parents, child, mother-in-law, father-in-law, brother, sister, step-parent, step-child and any member of the employee's household.

- B. Other: The employee shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relatives shall mean grandparents, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.
- C. Extension: Any employee may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious as to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.
- D. Off-Day: Funeral leave shall not be deducted from sick leave and employees shall not be entitled to compensation or compensatory time off if funeral leave occurs on a day off.
- E. Death of Employee: Employees may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased employee or of a deceased retired employee. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.
- F. Pallbearer: An employee serving as a pallbearer at any funeral may be granted up to four (4) hours leave without loss of pay. Employees shall not actually solicit pallbearer positions.

Article 18 - SICK LEAVE

- A. Accumulation: Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City but accumulation shall be retroactive to the last date of hire. Each full time firefighting employee shall receive 5.5385 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 11.0769 hours for each bi-weekly pay period thereafter. Sick leave shall accumulate to a maximum of one thousand nine hundred (1,900) hours. Each full time forty (40) hour employee shall receive 3.9691 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 6.3692 hours for each bi-weekly pay period thereafter. Such leave shall accumulate to a maximum of one thousand two hundred and twenty seven (1,227) hours.
- B. Use: Sick leave shall commence at the time the employee is unable to perform his/her duties and responsibilities until he/she has recovered and/or returns to work or has used

all his/her accumulated sick leave. Employees who are sick and unable to report for work shall notify the shift commander at least forty-five (45) minutes or earlier before the regular shift or assignment. This provision shall only apply where the employee is physically able to notify the employee in charge. If he/she is unable to notify the employee in charge, he/she is obligated to use his/her best efforts to have another person provide this notification on his/her behalf.

Employees may utilize accumulated sick leave in cases of emergency injury or illness of members in the employee's household, e.g. child breaks arm on school playground. Employees may not work for compensation for another employer while on family, medical, or sick leave on days they would be on-duty.

Forty-hour employees scheduled to work five 8-hour days will be allowed three incidents of sick leave usage for medical or dental appointments within the established Perfect Attendance Leave earning period without sacrificing eligibility for Perfect Attendance Leave. Each incident may not exceed three hours per usage. Notice requirements for these absences remain in effect, and upon request of the employer, the employee must provide a statement from a physician or dentist verifying the need for leave.

- C. Physician's Statement: The City may require a doctor's statement or other evidence of proof of illness in its sole discretion.
- D. Abuse: Employees who abuse sick leave benefits shall earn no sick leave for six (6) months succeeding the date of the last proven violation. Additional abuse or abuses of sick leave may subject an employee to dismissal. No less than one (1) working hour of sick leave shall be granted in any case.
- E. Paid Absence: Employees off work because of illness, vacation or worker's compensation shall be credited with their allotted sick leave allowance each month. The employee on sick leave who has used all his/her accumulated sick leave shall no longer receive the monthly sick leave allowance unless and until the employee returns to work.
- F. Worker's Compensation: Time away from work on Workers' Compensation shall be concurrently certified under the Family Medical Leave Act (FMLA). Employees eligible for worker's compensation benefits while medically unable to work shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal paycheck based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:
 - 1. Receive the worker's compensation benefit with no deduction from accumulated sick leave; or

2. Receive the worker's compensation benefit and be paid the difference between the regular pay based upon a normal work week (excluding overtime and premium pay) and the worker's compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the worker's compensation and regular pay.

G. Temporary Duty Employees: Temporary duty employees working 40 hour work weeks shall receive their normal pay based upon the normal work week with no loss of sick leave and benefits during the first ninety (90) calendar days. Thereafter, the employee will be paid for actual time worked

H. Unused Sick Leave: When an employee retires as defined by the Wisconsin Retirement System, or is forced to retire due to medical disability and qualifies for a full disability under the Wisconsin Retirement System, a maximum of sixty percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential) and either paid to the employee in cash as a severance benefit or used to pay premiums towards the hospital and surgical insurance plan then in effect for the employee until such time as one of the following occurs:

1. The fund is depleted;
2. The employee dies; or
3. The employee becomes employed and/or eligible for other hospital and surgical insurance from another source.

Employees who retire with at least 25 years of service shall receive a sick leave conversion at the rate of 80% of the sick leave remaining in the employee's accumulated sick leave account (max 1200 hours).

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- a. Apply for and be eligible for Wisconsin Retirement System Benefits thirty (30) days prior to the last date they have worked; and
- b. Whenever possible, in cases of voluntary retirement, give the employer a minimum of 30 days' prior written notice of retirement.

I. Perfect Attendance Leave:

1. Earning Method: 56 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn twelve (12) hours of Perfect Attendance Leave. Perfect Attendance Leave begins to accrue during the last six (6) months of probation. If the employee does not use sick leave for a second six (6) month period the employee shall earn an additional twelve (12) hours of Perfect Attendance Leave. Employees who continue not to use sick leave will earn twenty-four (24) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 56 hour employee's P.A.L. account exceed seventy-two (72) hours. All Perfect Attendance Leave must be used within one year of earning the leave accrual.

Example: employee uses sick leave April 4th

Employee does not use sick leave April 5 th through Oct 4 th	+12 hrs PAL
Employee does not use sick leave Oct 5 th through April 4 th	+12 hrs PAL
Employee does not use sick leave April 5 th through Oct 4 th	+24 hrs PAL

Employee will continue to accrue 24 hours every 6 month period following, as long as he/she does not use sick leave and the employee PAL account is not at the maximum limit of hours (72 for 56 hour employees)

40 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional four (4) hours Perfect Attendance Leave. Employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 40 hour employee's PAL account exceed forty (40) hours.

2. Utilization: After all regular vacation days are selected perfect Attendance (PAL) shall be picked. Once PAL time is selected, those time periods shall not be subject to selection by another employee unless the PAL time is vacated by the employee who selected it, at which time the regular vacation selection process will apply. New employees are required to pass probation prior to being eligible to use PAL leave. PAL shall be subject to approval by the Chief.
3. Minimum Usage: Perfect attendance leave may be used in six (6) hour increments for 56 hour employees and 4 hour increments for 40 hour employees.
4. Reporting: Employees will be responsible to alert the Human Resources Department on an electronic form prescribed by HR each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual

for that period.

- J. Catastrophic Sick Leave Account: After an employee has reached their maximum accumulation of sick leave, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1800 hours for firefighting employees and 1127 hours for full-time forty (40) hour employees. Sick leave in the CSLA may only be used if an employee has been absent from work because of serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a worker's compensation injury and may not be converted to a monetary value and used to pay the cost of the hospital and surgical insurance plans upon retirement.

Article 19 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any employee upon request to further education where the City will directly benefit from the leave. The leave may be given for a period of not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources Committee for approval in their sole discretion. Any employee who has used all his/her sick leave and vacation time and is still unable to return to work, or be reasonably accommodated consistent with the provisions of Article 7, due to sickness shall notify the City and request a leave of absence. The leave of absence shall automatically be granted for a period not to exceed one (1) calendar year or until the employee is physically able to return to work, whichever is lesser. The City may require, at reasonable intervals, a doctor's statement or other evidence or proof of illness. No employee shall be entitled to a second leave of absence for reasons of health during a three (3) year period subsequent to the last day of his/her last leave of absence for health reasons.

If the employee cannot return to normal duty following the completion of his/her leave of absence for reasons of illness, he/she shall be terminated, unless the City, in its sole discretion, can find another position which he/she can fill.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The City shall allow any employee on leave of absence to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 20 - MILITARY LEAVE

Employees who are members of the Officers Reserve Corps, enlisted Reserve Corps, Naval

Reserve Corps, Marine Reserve, National Guard, State Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin, shall be granted leave of absence, if required, to participate in summer encampment training duties. Such employee shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency, such employee may take an extended leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any employee on Military Leave to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 21 - INSURANCE

- A. Medical and Hospitalization Benefits: The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as all general municipal employees.
- B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.
- C. Group Life Insurance: Employees are eligible to participate in group Life Insurance program.
- D. Pre-tax Insurance Premiums: All deductions from employees pay for health and dental insurance will be taken on a pre-tax basis.

Article 22- LONGEVITY

The City agrees to pay longevity pay to all employees who have completed continuous uninterrupted service as follows:

- A. After 5 years – a monthly amount equal to .32% (.0032) of the employee's monthly base rate.
- B. After 10 years – a monthly amount equal to .62% (.0062) of the employee's monthly base rate.
- C. After 15 years – a monthly amount equal to .9% (.009) of the employee's monthly base rate.
- D. After 20 years – a monthly amount equal to 1.2% (.012) of employee's monthly base rate.
- E. After 25 years – a monthly amount equal to 1.47% (.0147) of employee's monthly base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

Article 23 – DISCIPLINE

All matters of discipline, suspension or termination of employment shall be subject to the provisions of Section 62.13 of the Wisconsin Statutes or, in the alternative, where applicable, the grievance procedure of this contract.

The concept of progressive discipline is encouraged whenever possible. Progressive discipline is considered to include the following sequence:

- A. Oral or written warning
- B. Written reprimand
- C. Suspension not to exceed ten (10) days
- D. Termination of employment or reduction in rank

Failure to follow this sequence shall not void the City's discipline of all employees.

All personnel shall have the right to review their personnel file at reasonable times and to contest or add to the materials contained herein.

Article 24 - RETIREMENT

All association employees shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% of the employee's share.

When an Association member who is eligible, and applies, for full Wisconsin Retirement System (WRS) benefits retires from service and the Association member provided six months' advance notice of intent to retire, the City agrees to pay a \$2,000 (subject to appropriate taxes and deductions) incentive in the firefighter's last payroll. Employees who change their separation date (subject to Department Head approval) will have the six (6) month timeframe restart from the new notice date. No time from the first notice to the next notice will be credited. Rehired retirees do not qualify for this payment.

Article 25 - SUPERVISOR DUTIES

When not occupied with their supervisory duties, supervisors shall not be restricted from performing work in the bargaining unit, while they are on duty, provided such work shall not result in the immediate layoff of employees in that classification. No supervisory personnel shall be called in specifically to perform duties of employees in the bargaining unit.

Article 26 - OUTSIDE EMPLOYMENT

- A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, he/she shall, prior to the commencement of such employment, notify the Chief of the Department in writing that he/she wishes to undertake such employment and shall include in said notice the name of the employer, or that he/she is self-employed, business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief, by written notice to the employee, may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work.
- B. Limitation On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith. Employees shall not work at outside employment after 10:00 PM on the night prior to his/her work shift in the Wausau Fire Department.
- C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that he/she will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.
- D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, he/she may unilaterally rescind, for the duration of the emergency, any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact he/she may be engaged in gainful part-time employment provided for in this section.

Article 27 - WORK STOPPAGE

- A. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work in conjunction with their employment in the Wausau Fire Department during the term of this Agreement.

- B. Union Action: Upon notification by the City to the Union confirmed in writing and stating with the facts that certain members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders and take action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

- C. Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 28 - SAFETY AND HEALTH

The City and the Union agree to cooperate in the promotion of safety and health of the employees of the Fire Department.

Article 29 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 30 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

Article 31 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees when released from jury or witness duties shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime under this provision.

Article 32 - DURATION

A. Term: This agreement shall become effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024, and shall renew itself for additional one (1) year periods thereafter, unless either party, pursuant to this article, has notified the other party in writing that it desires to alter or amend this agreement prior to the end of the contract period. In addition, this agreement shall remain in full force and effect until a subsequent agreement has been reached between the City and the Union.

B. Timetable for Conferences and Negotiations:

Step 1: Submission of Union bargaining requests in writing to the City on or before July 1.

Step 2: The City will advise the Union by August 1 of the position of the City concerning the bargaining requests.

Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15.

This timetable is subject to adjustment by mutual agreement of the parties.

Article 33 - ENTIRE MEMORANDUM OF AGREEMENT

A. Entire Agreement: The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions.

- B. Waiver: Both the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This section shall not preclude new issues being raised by either party in negotiation sessions pursuant to Article 32 - DURATION.
- C. Breach: Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

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APPENDIX A

MONTHLY WAGES

	12/22/2024	6/22/2025	12/21/2025	6/21/2026	12/20/2026
Lieutenant					
START	\$7,388.92	\$7,462.81	\$7,686.69	\$7,763.56	\$8,074.10
ENGINEER					
START	\$6,716.16	\$6,783.32	\$6,986.82	\$7,056.69	\$7,338.95
10 YR	\$6,816.57	\$6,884.74	\$7,091.28	\$7,162.19	\$7,448.68
FIREFIGHTER					
START	\$5,080.42	\$5,131.23	\$5,285.16	\$5,338.02	\$5,551.54
1 YR	\$5,304.48	\$5,357.52	\$5,518.25	\$5,573.43	\$5,796.37
2YR	\$5,528.59	\$5,583.87	\$5,751.39	\$5,808.90	\$6,041.26
3YR	\$5,752.37	\$5,809.90	\$5,984.20	\$6,044.04	\$6,285.80
4YR	\$6,300.09	\$6,363.09	\$6,553.98	\$6,619.52	\$6,884.30
7YR	\$6,346.32	\$6,409.79	\$6,602.08	\$6,668.10	\$6,934.83
10 YR	\$6,441.16	\$6,505.57	\$6,700.74	\$6,767.74	\$7,038.45

Firefighter/Inspections and Lieutenant/Inspections shall receive annual pay of \$300 for each of the additional required certifications outlined in position requirements.

SCBA Technicians shall receive an additional 1% over his/her hourly rate.

EMT-Paramedic's shall receive in addition to their base pay rate: At the time of EMT-P licensure – 6 %

After 5 years as an EMT-P – 7%

Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively.

Engineer/EMT-P-2% Lieutenant/EMT-P-2%

APPENDIX B
EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.

EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.

EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.

Program – When “P” is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department

State – The State of Wisconsin Emergency Medical Services

Decertification – The process by which an individual may leave the EMT-P program.

Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license.

Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated

with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.

8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave:
 - a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City.
 - b. Promotion.
 - c. Seniority in the Program.
 - d. Seniority in Wausau Fire Department.
 - e. Personnel with verifiable medical reasons will be allowed to leave the Program at any time.
 - f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the

off time for any equivalent amount of off time due within 90 days of the rescheduled training date.

10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.
3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the City. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. EMERGENCY MEDICAL SERVICES CREW LEADER

1. Effective January 1, 2015 one EMS Crew Leader shall be assigned to the Department. The EMS Crew Leaders shall be responsible for working with the EMS Division Chief to develop EMS policies and/or direct the EMS affairs of Wausau Fire Department.
2. Compensation for the EMS Crew Leader position shall be \$1600.00 per year.
3. The EMS Crew Leader shall be required to possess a Wisconsin Paramedic License, be currently assigned as firefighter/paramedic and have a minimum of three years' experience with the Wausau Fire Department.
4. The EMS Crew Leader shall be selected for appointment on a voluntary basis by seniority beginning with the most senior qualified firefighter/paramedic and proceeding down the seniority list until the position is filled. If there are no voluntary applicants for the position, the Chief may appoint an EMS Crew Leader from the list of qualified firefighter/paramedics.

APPENDIX C
HAZARDOUS MATERIAL

Commitment Period: The Wausau Fire Department shall post a COMMITMENT NOTICE for Hazardous Materials Regional Response Team members on the first Monday in January of the year the State Contract is up for renewal, and will be removed on the first Monday in February. The notice shall state the length of the State Contract that is being negotiated. Personnel who sign the commitment notice will be committing for the duration of the State contract. Selection of personnel who are not currently State HazMat certified but desire to be trained will be selected and allowed to sign the team commitment notice on the basis of seniority as openings on the team become available. They will be sent to HazMat certification classes as the classes become available

Beginning 1/1/2015 the hazardous material (HazMat) classifications and HazMat pay are as follows for the duration of the agreement:

HazMat Coordinator (1)	\$1,700
HazMat Assistant Coordinator (1)	\$1,600
HazMat Specialist (6)	\$1,000
HazMat Commander (3)	\$1,000
HazMat Technician (18)	\$620

One-half (1/2) the Hazmat incentive payment will be made on the second payday in April and the second one-half (1/2) incentive payment will be made on the second payday in September each year. Payments will be prorated by the month.

HazMat Specialists, and Commanders shall be selected on the basis of senior most qualified. If there are no voluntary applicants for these positions the Chief may appoint personnel to fill any vacant positions from the HazMat team.

Payment under this HazMat provision is contingent upon the City receiving money for same from the State of Wisconsin pursuant to a State-City HazMat agreement, and such payment, along with all such assignments, shall immediately terminate in the event that there is no longer any agreement with the State, or the City, in its opinion, believes that there is not enough money under the agreement or any successor agreements to support the Regional HazMat Responder program.

Notwithstanding the above, nothing contained herein shall affect the City's ability to assign HazMat positions as it has in the past.

APPENDIX D

EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM

Effective as soon as practicable after January 1, 2018 each crew will include one EMS Quality Assurance Coordinator. The EMS QA Coordinators shall be responsible for working with the EMS Division Chief, EMS Crew Leader, and EMS Medical Director on quality assurance efforts of the Wausau Fire Department.

EMS QA Coordinators will be actively involved in a continual quality cycle which includes planning, implementation, assessment/evaluation, and review. Responsibilities will include but are not limited to protocol development and implementations, review of patient care reports and data outcomes. Must work collaboratively to improve quality with modifications as needed.

EMS QA Coordinators shall receive \$1000 annually in addition to their regular pay. If an employee is assigned to an EMS QA Coordinator position for less than a year, that amount shall be prorated accordingly.

The EMS QA Coordinator shall be required to possess a Wisconsin Paramedic License, be currently assigned as a Firefighter/Paramedic and have a minimum of three (3) years' experience with the Wausau Fire Department.

The EMS QA Coordinators will be selected or appointed annually after crew assignments are completed. Each crew will have one EMS QA Coordinator who shall be selected for appointment on a voluntary basis by seniority, beginning with the most senior qualified Firefighter/Paramedic of that crew and proceeding down the seniority list until the position is filled. If there are no voluntary applicants from the rank of Firefighter/Paramedic, a paramedic from the rank of Lieutenant or Engineer may be considered. If there are no voluntary applicants for the position(s), the Chief may appoint an EMS QA Coordinator(s).

CITY OF WAUSAU

AND

WAUSAU FIREFIGHTER ASSOCIATION
LOCAL 415, IAFF, AFL-CIO and CLC



LABOR AGREEMENT

January 1, 202~~3~~5 to December 31, ~~2024~~2027

INDEX

<u>ARTICLE</u>		<u>PAGE(s)</u>
2	BULLETIN BOARDS.....	1-2
15	CLOTHING ALLOWANCE.....	20-21
23	DISCIPLINE.....	28-29
7	DISCRIMINATION	5
3	DUES DEDUCTION.....	2
32	DURATION	31-32
33	ENTIRE MEMORANDUM OF AGREEMENT	32
6	FAIR SHARE AGREEMENT.....	4-5
17	FUNERAL LEAVE.....	22-23
8	GRIEVANCE PROCEDURE.....	6-9
16	HOLIDAYS.....	21-22
21	INSURANCE	27-28
31	JURY DUTY	31
19	LEAVE OF ABSENCE.....	26-27
22	LONGEVITY	28
4	MANAGEMENT RIGHTS	2-3
20	MILITARY LEAVE.....	27
26	OUTSIDE EMPLOYMENT.....	29-30
30	PAST PRACTICES	31
9	PROBATIONARY PERIOD.....	9
11	PROMOTION PROCEDURE.....	10-13
1	RECOGNITION.....	1
24	RETIREMENT.....	29
28	SAFETY AND HEALTH.....	31
12	SALARIES	14-15
29	SAVINGS CLAUSE	31

INDEX

<u>ARTICLE</u>	<u>PAGE(s)</u>
10 SENIORITY.....	9-10
18 SICK LEAVE.....	23-26
25 SUPERVISOR DUTIES.....	29
5 UNION ACTIVITY.....	3
14 VACATIONS.....	17-20
27 WORK STOPPAGE.....	30-31
13 WORKWEEK.....	15-17
APPENDIX A: MONTHLY WAGES.....	33
APPENDIX B: EMERGENCY MEDICAL TECHNICIAN PROGRAM.....	34-36
APPENDIX C: HAZARDOUS MATERIAL.....	37
APPENDIX D: EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM.....	38

WAUSAU FIREFIGHTERS ASSOCIATION LABOR AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Local 415, IAFF, Wausau Firefighters Association, AFL-CIO and CLC, hereinafter referred to as "Union".

WITNESSETH

WHEREAS, the City and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

The City continues to recognize Local 415, IAFF, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, fringe benefits, hours, and conditions of employment for the following employees: Lieutenant/Firefighting, Engineer, Firefighter/Operations, Lieutenant/Inspections, and Firefighter/Inspections. Expressly excluded from the bargaining unit of the Wausau Firefighters Association are the Chief, Deputy Chief, Fire Marshal, EMS Division Chief and Battalion Chiefs.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Article 2 - BULLETIN BOARDS

The City agrees to provide space for separate bulletin boards for the Union's use at each station and allow them to be erected in locations to be agreed upon for posting notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives,

credit unions, and unemployment compensation information and other notices concerning Union Affairs which are not political or controversial in nature. Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

Article 3 - DUES DEDUCTION

- A. **Dues Deduction:** The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 415 as the monthly dues of the Union. Deduction shall be made commencing with the first payroll period in January. The City shall forward the dues collected to the Secretary-Treasurer of Local 415 each month.
- B. **Termination:** Deductions will be made or terminated by the employee giving thirty (30) days written notice to the City and the Union effective at the end of the payroll period following the thirty (30) days.
- C. **Indemnification:** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability or costs against the City which arise out of the City's compliance with the dues check-off agreement. This statement shall not require the Union to pay an administrative fee or other charge to the City for the implementation of this dues deduction program.

Article 4 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract.

These rights include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To hire, promote, transfer, assign and retain employees in position with the City.
- C. To suspend, demote, discharge and take other disciplinary action against employees pursuant to the ordinances of the City of Wausau, subject to the Grievance Procedure where applicable.
- D. To relieve employees from their duties because of lack of work or other legitimate

reasons.

- E. To maintain efficiency of City government operation entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods and services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency.
- L. To establish reasonable rules and regulations. The Union acknowledges that the establishment and modifications of the rules and regulations of the Wausau Fire Department are within the sole and exclusive power of the Chief and that s/he may establish, modify and repeal rules or regulations. The Chief will submit any new rule or regulation to the bargaining committee of the Union in advance of the effective date of the new rule or regulation, whenever possible, and the Union will be provided the opportunity of discussing the new rule or regulation with the Chief. However, the City agrees that such rules or regulations will be reasonable with the reasonableness of the rules subject to the grievance procedure.
- M. To determine the number, structure and location of departments and divisions and number and kind of positions and job classifications with the Wausau Fire Department.

Article 5 - UNION ACTIVITY

The Union shall be required to provide written notification to the Chief, the Human Resources Committee and the Labor Negotiator with seven (7) days following the election or selection of Union officers, stewards or other Union officials including members of the Bargaining and Grievance Committees. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal work day.

Article 6 - FAIR SHARE AGREEMENT

- A. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. Forfeiture: In the event that the bargaining representative, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the City, the deductions and payments of fair share contributions made in accordance with this agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever will be made from the earnings of any employee, nor shall any payment whatever be made to the Treasurer of the bargaining representative by the City. The Association action referred to in Article 27(B) shall be considered in determining whether or not the Association caused, encouraged or authorized the strike.
- C. Administrative Fee: The Association shall pay the City seventy-eight dollars (\$78.00) per year payable on or before the 1st of February each year to partially cover the administrative expenses of dues deduction.
- D. Responsibilities of the City and the Collective Bargaining Representative:
1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from the employee's wages earned.
 2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken or not taken by the City in compliance with the provisions of this agreement.
 3. Trust Account: During the pendency of any action brought challenging the provisions of this agreement or the right of the City and the collective bargaining representative to enter into such agreement, all sums which the City has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the Treasurer of the collective bargaining representative shall be placed in trust

with the Treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 7 - DISCRIMINATION

- A. The City agrees not to discriminate against any employee or group of employees for union activity. The City and the union agree that there shall be no discrimination and/or harassment against any employee or applicant protected under Federal and State laws including but not limited to: Title VII, Civil Rights Act of 1964, ADA and the Pregnancy Discrimination Act. Discrimination includes adverse employment action because of race, color, creed, national origin, religion, sex, arrest record or conviction record, disability, marital status or sexual orientation. Alleged violations of this article are not subject to the grievance and arbitration provisions contained herein.
- B. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. All members who elect to seek a duty accommodation or special assignment due to a medical condition must notify the Fire Chief or his/her designee as soon as practicable. An employee being returned to work with restrictions must provide medical documentation which includes an assessment of the member's ability to perform the essential functions of the job and any medically required limitations. Accommodations for temporary disabilities will be made with the approval of the Fire Chief. Firefighters who receive duty accommodations or special assignments due to temporary disabilities will have their schedules and wages converted for the duration of the duty accommodation or special assignment according to Article 13 Workweek and Article 18 Sick Leave. Disability accommodations will be based upon the specific medical capabilities of the firefighter and may include, but not necessarily be limited to, the following:
1. Equipment or facility modifications
 2. Temporary duty assignments
 3. Job restructuring
 4. Part-time or modified work schedules
 5. Job reassignment. For temporary disabilities reassignment limited within the Department.
- C. Firefighters are required to notify the Fire Chief or designee of any changes in medical restrictions on the same day as the change. The Fire Chief has the authority to re-evaluate and assign temporary assignments based on new medical information and the needs of the department.

Article 8 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall mean any dispute which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract. Prior to filing a written grievance, employees will be expected to orally present their dispute or concern to their supervisor or Battalion Chief, giving them full opportunity to address the concerns through normal management practices and the chain of command.
- B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. Steps in Procedure:

Step 1: The grievant, alone or with a union representative, shall, within ten (10) business days after he/she knew or should have known of the cause of such grievance, and having tried to resolve the grievance orally with his/her supervisor, or Battalion Chief shall prepare a written grievance on forms provided by the City and present the written grievance to the Battalion Chief. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The Deputy Chief shall meet with the employee and discuss the grievance on the day it is presented. The employee may have Union representation present if he/she desires it, but Union representation shall be by no more than two (2) representatives and one legal representative. The Deputy Chief may have one (1) additional department manager present to hear the grievance presentation. The Deputy Chief shall inform the Union and aggrieved employee in writing of his or her decision with three (3) working days (Monday through Friday, holidays excepted) of hearing the grievance. The Deputy Chief may respond by either affirming the grievance, denying the grievance, or declaring an inability to resolve the grievance. An inability to resolve shall be considered the same as denial of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 1 decision present the grievance to the Fire Chief. The Chief shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance. Said meeting shall occur within

fourteen (14) business days of the submission by the employee. The Chief will review and investigate the grievance and inform the aggrieved employee and the union in writing of the decision within ten (10) business days after the meeting with the grievant and the Chief.

Step 3: If the grievance is not settled at Step 2, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 2 decision, prepare a written appeal on forms supplied by the City and present the appeal to the Human Resources Director. The Human Resources Director shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance appeal. Said meeting shall occur within eight (8) business days of the submission of the appeal by the employee. The Human Resources Director will review and investigate the grievance and inform the aggrieved employee and the Union in writing of the decision within five (5) business days after the meeting with the grievant.

Step 4: If the grievance is not settled in the third step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes, but rather relates to the interpretation of the contract, shall be submitted to the Human Resources Committee. This appeal shall take place within five (5) business days after receipt of the written decision of the Human Resources Director. The Human Resources Committee shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance at a time and date mutually agreed upon by the parties. The date for the meeting with the Human Resources Committee shall be established within fourteen (14) business days of the date the grievance is appealed to Step 4. The Human Resources Committee, after review and investigation, shall, within ten (10) business days after the meeting, inform the aggrieved employee and the Union in writing of its decision.

Step 5: If the grievance is not settled in the fourth step, the subject matter of the grievance may be appealed to arbitration within five (5) business days after receipt of the written decision of the Human Resources Committee.

E. Arbitration:

1. Time Limits: If a satisfactory settlement is not reached in Step 2 or Step 3, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) business days after the decision of either the Fire Chief or the Human Resources Committee, whichever is applicable, that they intend to process the grievance to arbitration.
2. Method of Selection: Before the initial arbitration hearing, the City and Union Grievance Committee shall use their best efforts to select a mutually agreeable

arbitrator. If the City and the Union Grievance Committee are unable to agree on an arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission (WERC) to prepare a list of five (5) impartial arbitrators. If neither party requests the list from the Wisconsin Employment Relations Commission within twenty (20) business days after the notification of the intent to arbitrate, the grievance shall be considered waived. The Union Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Union exercising the first and third strikes. The Union and City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of their appointment in a joint statement from the City and the Union.

3. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties.
4. Costs: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including attorney's fees. Testimony or other participation by employees, during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall be reimbursed for or paid for by the City only if the participant is on duty.
5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. If a discharged employee is found to have been unjustly discharged, he/she shall be reinstated to his/her former position and receive pay for all time lost or some other appropriate action as the arbitrator may decide.
6. Time and Motion Limit: During all steps of the Grievance Procedure, all employees of the Union or the Union itself shall maintain records of their time in processing the grievance during work hours. Employees shall also maintain records of all time expended on Union business during the normal work day. These records shall be maintained on a monthly basis and forwarded to the Fire Chief within seven (7) days following the close of the month. If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Union business. Where permissible under State law, the

Union, with the approval of the Chief, shall have the right to conduct Union meetings at the Central Fire Station.

Article 9 - PROBATIONARY PERIOD

Probationary Period: All new employees shall serve a probationary period of one year from date of hire. During the probationary period, the employee shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire. EMT Basic employees will be on probation and continue on probation for one year after receiving their paramedic licensure.

Article 10 - SENIORITY

- A. **Definition:** Seniority is the actual continuous length of service for which payment has been received from the City by the employee since his/her most recent date of hire. The Fire Department shall establish a seniority list on the basis of relative length of service and it shall be brought up-to-date January 1 of each year and be immediately posted thereafter on the Central Fire Station bulletin board and on each outside station bulletin board for a period of not less than thirty (30) days and a copy of the same shall be mailed to the Secretary of the Union. Any objection to the seniority list shall be reported to the Chief of the Fire Department within thirty (30) days after the date of posting or it shall stand approved. If two (2) or more employees commence employment on the same date, the employee's ranking on the eligibility list shall determine the employee's placement on the seniority list.
- B. **Effect of Leaves:** Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence.
- C. **Loss of Seniority:** Seniority and the employment relationship shall be broken down and terminated if an employee:
1. Quits;
 2. Is discharged for just cause;
 3. Is absent from work for three (3) consecutive working days without notification to the Employer;
 4. Fails to report to work within three (3) working days after having been recalled, where possible;

5. Fails to report for work, at the termination of a leave of absence;
6. Retires.

The provisions of C(3) and C(5) shall not apply if the employee is able to justify his failure to comply with these provisions due to an emergency.

Article 11 - PROMOTION PROCEDURE

- A. **Notice of Vacancies:** The Chief shall see that available openings for regular or new positions are made known to employees in the Department. Notice of such openings or new positions shall be posted in each station in the Fire Department for a minimum of ten (10) calendar days, and this shall be considered full compliance with this provision.
- B. **Promotional Criteria:** In cases of promotion, other than appointment to positions outside the bargaining unit and for Engineers, the Chief in making recommendation to the Police and Fire Commission shall base the recommendation on the following factors: job knowledge, peer input, and seniority. These factors shall be given equal weight in recommending an employee for a promotion, unless the Chief determines that the factors should be weighted, in which case, all applicants shall be considered on the same standards and the weights to be given to each criteria shall be included in the job posting. In no event, shall the weight given to seniority be less than ten percent (10%). Peer Input shall be determined by peer appraisal of an applicant's ability to perform in the promoted position and their ranking of the applicants based on that appraisal. The Chief shall make the recommendation for promotion from among the employees who receive the top three highest composite scores.
- C. **Non-promotion:** The Chief shall submit a letter to any employee who had a higher composite score than the employee recommended for the promotion who requests such a letter in writing. Such letter shall state the specific reasons why the individual was not recommended. Such letter shall be sent within seven (7) calendar days of the request for the letter.
- D. **Engineer's Rank:** Personnel appointed to the rank Engineer shall continue to maintain high proficiencies in firefighting, rescue, and EMS duties while assuming all duties currently assigned to an Engineer. Employees appointed to the rank of Engineer shall be expected to perform the following duties in addition to the requirements of the current rank:
 1. Engineers shall assume the role of acting Lieutenant in the absence of the Lieutenant assigned to their station. If no Engineer is available at a particular station, Engineers will be assigned to act as a Lieutenant by station seniority.

**Exception: In the event that two Engineers are assigned to one station, acting Lieutenant duties shall be assumed by the senior Engineer. If the senior Engineer is not available to act, the junior Engineer at Central Station will be assigned to act as a Lieutenant.*

If no Engineer is available to move up and fill a vacant Lieutenant's position on a crew, that vacancy shall be filled by the most senior Firefighter on that crew who is on the acting Lieutenant roster.

2. Engineers shall instruct and/or conduct training for the department at the request of the Chief or the Chief's designee. i.e. Deputy Chief, shift commander, etc.
3. The department shall establish a list of qualified Engineer candidates composed of those employees who have passed the departmental driving and pumping tests for acting in this position. This list of personnel shall be ranked by seniority with the highest position being the most senior and the lowest being least senior. When an opening for Engineer occurs, the person at the top of the list (most senior) shall be appointed to the rank of Engineer. If that person refuses/rejects the appointment, the position shall be offered to the next most senior person, and so on until the appointment is accepted. Rejection of an opening shall not cause the employee to be removed from the list or lowered in ranking.
4. Engineer Proficiency Exam
 - a. Announcement of recruiting for the position of Engineer will be posted for at least 10 business days before the deadline. The top nine (9) Firefighters as determined by seniority will be allowed to apply for the Engineer rank.
 - b. Applicants can apply by submitting their resume to the Fire Chief by the deadline stated in the posting.
 - c. To be eligible to promote to the rank of Engineer candidates must receive a passing score on the practical exam. The practical exam will be developed by the Training Division Chief, or other designee of the Fire Chief. The practical exam will be similar to the State of Wisconsin Apparatus Operator and Ariel Operator exams and incorporate specific operations unique to the Wausau Fire Department equipment and operations. The intent of the exam is for the Engineer candidates to prove competency in operation of department apparatus and equipment. The same pass/fail criteria that is used in the State of Wisconsin exams will be applied to the Wausau Fire Department exam.
 - d. All candidates that have passed the practical exam will be placed on an eligibility list that will last no longer than two years from the date established. When an engineer's position becomes vacant the Fire Chief will offer the position to the most senior candidate on the list.

E. Acting Lieutenant Lists

1. The Fire Department shall establish an Acting Lieutenant list in advance of potential openings to the position of Acting Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant. Members who have not completed and/or do not satisfy the requirements for promotion to Lieutenant shall not be placed on the Acting Lieutenant List and shall not be eligible to Act except as otherwise provided for herein. The Acting Lieutenant list shall expire after ~~one year~~two years.
2. The Acting Lieutenant list shall not be used to fill overtime opportunities. Overtime opportunities shall be filled from the overtime list in a manner consistent with Policy (*Policy 404, Overtime Policy April 10, 2018*) as historically applied. Acting Lieutenant Roster shall be composed of Engineers and firefighters with a minimum of five (5) years of seniority at Wausau fire who volunteer to act.
3. If traveling or transferring of station(s) is required to fill an Acting Lieutenant position, accommodations shall be made to ensure that any remaining higher-class duty or duties are assigned by seniority to a member on what otherwise would be the Acting Lieutenant's crew (e.g. If an Engineer is assigned to the position of Acting Lieutenant, leaving a vacancy to be filled by an Acting Engineer, the Acting Engineer position shall be offered to the most senior firefighter on the crew from which the Acting Lieutenant was drawn). If there is no traveling or transferring of stations, Acting Engineer positions shall be filled by contract as historically applied.
4. Acting Lieutenant assignments from the list shall be limited to ten (~~4015~~) acting opportunities per person, per calendar year. An "acting opportunity" shall be considered a 24 hour shift, occurring as a result of scheduled vacation, PAL or Personal. Personnel who have served in ten (~~4015~~) Acting Lieutenant from the list in a calendar year shall no longer receive acting preference per the acting lieutenant list. Acting Lieutenant positions shall then be filled as historically applied per policy (Article 11, Section D, Para 1) to the most senior Engineer on crew.
5. The Fire Department shall establish a Promotional List of members in advance of potential openings to the position of Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant via the promotional process. In the event that there is an exhaustion of Promotional List members, an Acting Lieutenant list shall be created to reflect any bargaining members who have received the proper credentialing and achieved the necessary requirements to act. Any and all members who do not meet or satisfy the requirements for promotion to Lieutenant shall not be placed on an Acting Lieutenant list and shall not be eligible from herein.

6. In the event of a vacancy in the Lieutenant rank, a Promotional List member shall be granted preference to act and be given the opportunity to complete the ~~(+015)~~ acting opportunities per person, per calendar year. An “opportunity” to act shall be a 24-hour shift, occurring as a result of scheduled vacation, PAL or Personal Leave. Upon exhaustion of the Promotional List members completing their ~~(+015)~~ opportunities to act, or of which have been promoted, preference will then be afforded to the Acting List members from the predetermined Acting Lieutenants list.

- F. Eligibility to test for Lieutenant: Applicants for promotion to the position of Lieutenant must be part of the Acting Lieutenant pool and therefore must be either an Engineer, who by their rank are required to be Acting Lieutenants as needed or a Firefighter who is on the Acting Lieutenant list.

- G. Lieutenant testing process limited to fifteen (15) candidates: The lieutenant testing process shall be limited to a maximum of fifteen (15) candidates. In the event that more than fifteen (15) candidates apply to be tested, the fifteen (15) qualified applicants with the highest seniority shall be advanced to the testing process.

- H. Acting Battalion Chief Assignments
 1. Acting Battalion Chief assignments shall be filled by bargaining unit members who hold the rank of Lieutenant.

 2. After crew and vacation picks are completed, Lieutenants who meet the six month probationary requirements for assignment to the position of Acting Battalion Chief shall be placed on an Acting Battalion Chief assignment list by seniority for the next calendar year. The candidates for Acting Battalion Chief may, on each crew, agree to waive their seniority for selection to Acting Battalion Chief, which would be reflected on the Acting Battalion Chief list. This ranking of Acting Battalion Chief would be in effect for the entire year.

 3. Lieutenants who wish to have first priority for the opportunity of serving as Acting Battalion Chief shall be encouraged to select Central Station during the crew and station selection process.

 4. In the event a Lieutenant is required to travel from an outside house to Central Station to fill an Acting Battalion Chief position, the Junior Lieutenant from Central Station (regardless of probationary status) shall travel to the outside house so that the Central Station Engineer acting opportunities are filled according to Article 11 Section D Paragraph 1 as historically applied.

 5. In the event more than one person per crew are on the Acting Battalion Chief list, consideration will be given to the highest ranking (i.e. most senior) member on the Acting Battalion Chief list.

Article 12 - SALARIES

- A. Schedule: Appendix "A" shall be the schedule of wages payable to employees of the Fire Department.
- B. Pay Day: The members of the Fire Department shall be paid on alternate Fridays consistent with the general city payroll provided, however, that if such day falls on a full holiday, the pay shall be distributed one (1) day earlier at a time designated by the Chief.
- C. Acting Pay: When assigned to work in a higher classification for four (4) hours accumulative or more per shift, the member of the bargaining unit shall receive the compensation for that classification for each full hour so assigned. For the position of acting Engineer, the senior Firefighter at their respective station where the opening occurs will act. If that Firefighter is not present, the assignment will be filled by seniority from the crew's roster.
- The Acting Lieutenant Roster shall be composed of Engineers and Firefighters with a minimum of 5 years seniority who volunteer to act.
- D. Direct Deposit: Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.
- E. Field Training Officers: Field Training Officers (FTOs) shall receive an additional \$1.50 per hour while performing field training duties, normally 240 hours, for a new hire. If the field training officer deems the recruit's actions or inactions to be detrimental to patient care, he/she may immediately remove the recruit from the role of providing direct patient care during that call. The FTO's role shall be that of a mentor/evaluator, not supervisor. FTOs may have other crew members assist the candidate when patient care levels are appropriate.
- F. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resource Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and have actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;

3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of service credit.
- ~~6.7. The new hire must have departed their previous full-time, unionized fire department with a record of good standing in order to receive transfer benefits.~~

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Article 13 - WORKWEEK

- A. Normal On-duty Week for Firefighting Employees: The on-duty week of all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours. The platooning of all employees shall be established by the Chief of the Fire Department. The normal schedule for each platoon shall be as follows: On duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, and have four (4) 24-hour periods off. This sequence may be altered to permit changes in an individual's duty cycle. Firefighters who are attending school for their Paramedic license will be considered 40 hour per week employees.
- B. On-Duty Day for Firefighting Employees: The on-duty day for all firefighting employees shall begin at 6:45 A.M. and end on the following day at 6:45 A.M. and shall consist of twenty-four (24) hours. All references to on-duty days for firefighting employees shall be defined as above and shall not be construed as to include any normal off-duty time.
- C. Normal Work Week of Fire Inspection Employees and Temporary Duty employees: The normal work week of the fire inspection and temporary duty employees shall average forty (40) hours per week. Fire inspection employees and temporary duty employees shall work eight (8) hours each day, Monday through Friday.
- D. Normal Work Day for Fire Inspection Employees and Temporary Duty Employees:
 1. A work day for all fire inspection employees ~~shall begin at 7:30 A.M. and end at 4:00 P.M. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for fire inspection employees shall~~

~~be defined as an eight (8) hour work day and shall not be construed as to include any normal off duty time will be given the option to begin work at 7:30am and end at 4:00pm Monday thru Friday or begin work at 7:30am and end at 6:00pm four (4) days a week schedule. The workday shall include one-half (1/2) lunch without pay. Flexible schedule will be allowed with the approval of the -chief.~~

2. A work day for temporary duty employees, when medically appropriate, shall begin at 7:30 a.m. and end at 4:00 p.m. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for temporary duty employees shall be defined as an eight (8) hour work day and shall not be construed as to include any normal time off.
3. When a non-exempt fire inspection employee is called in to work or attends approved training outside their normal work week or work day, the employee shall be given the option to be paid in compensatory time at the rate of one and one half (1.5) hours for every hour worked or receive time and one half pay (1.5) pay for every hour worked outside of the normal work day or week. The rules governing the cashing in of compensatory time in Article 13 Section G. shall apply here as well.

E. Change in Schedule: The normal schedule of the least senior Firefighter/Inspector on duty and temporary duty employees may be changed by the Chief, when the need arises, with reasonable notice.

F. Time Trades: Trading of time between individual members of the Fire Department shall be allowed provided the individuals trading time shall have comparable abilities. All time trades shall be approved or disapproved by the Chief, Deputy Chief (or their designee) before being effective. All traded time shall be noted on Trade Report Forms and signed by the authorizing officer. Time trading shall not be permitted if such trading results in premium pay.

~~G. Overtime: When an employee attends a fire or ambulance related school approved by the Chief which does not require the employee to be away from home, they shall receive time and one half (1 1/2) pay if attended on off duty time. Only actual classroom time is included for purposes of computing the time and one half (1 1/2) pay. When an employee attends a fire or ambulance related school approved by the Chief which requires the employee to be away from home, he/she shall be paid in compensatory time at the rate of one and one half (1 1/2) hours for every hour of classroom attendance on days off. Only actual classroom time is included for purposes of computing the time and one half (1 1/2) compensatory time off. For purposes of this provision, "away from home" shall refer to situations where the employee attending the school is required, because of travel distances or because of requirements of the school, to stay overnight at a motel, hotel, etc.~~

~~The employee shall be eligible to select compensatory time at any time there is at least~~

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~~one (1) vacation slot available on the shift he/she is assigned to and when taking compensatory time will not result in the payment of overtime. In the event an employee selects a date where there is no vacation slot available on the shift, the choice shall be subject to cancellation as determined by the on-duty shift strength requirements. If two (2) or more employees select compensatory time off on the same date, seniority shall prevail. Compensatory time that remains at the end of the year may be cashed in, but, in all cases, it shall be cashed in by December 31 of the year after it is earned, with December 31, 1992 being the first mandatory "cash in" day. Thus, on December 31 of every year, all compensatory time earned in the previous calendar year must be cashed in, and all compensatory time accumulated within that particular year may be cashed in.~~

1. Non-Emergency Call-in: When an employee is instructed to report early for a particular shift or is required to remain after the end of his/her shift or called in for non-emergency work, he/she shall be paid at time and one-half (1 1/2) for a minimum of one-half (1/2) hour. Any time worked in excess of the minimum shall be paid at the rate of time and one-half (1 1/2) for the actual time worked.
2. Emergency Call-in: When an employee is called to duty outside his/her normal shift for an emergency, he/she shall be compensated at a rate of time and one-half (1 1/2) based upon his/her normal hourly rate and such employee shall receive a minimum of four (4) hours compensation. The City reserves the right to have this employee work the complete four (4) hours and in the event the employee is released during the four (4) hour period and allowed to discontinue his/her work within that period of time, if such employee is called back within the same four (4) hour period, any extension over the four(4) hour period shall be paid at a rate of time and one-half (1 1/2) based upon the actual time worked in excess of four (4) hours.
3. Out of Town Transport Cancellations. When an employee is called in for an out of town transport the called in employee shall receive two hours of pay at the rate of time and one-half (1 1/2) for the actual time worked if the transport is cancelled prior to leaving the station.

H.G. Ambulance Duty: Except in cases of a fire emergency, only Fire Department personnel shall staff the ambulance of the Wausau Fire Department.

H.H. Honor Guard: Requests to serve as a member of the honor guard at City Sponsored events must include the number of proposed team members and proposed duration and must be approved by the Chief in advance in order to be a compensable assignment. Nothing in this agreement is meant to preclude staff from volunteering to serve as Honor Guard at non-compensable, non-City sponsored events.

Article 14 - VACATIONS

A. **Vacation Benefit:** Annually employees shall receive and earn vacation leave with pay as follows:

1. **56 Hour Week Employees:**

- Less than one (1) calendar year.....Prorated three (3) work days.
- After one (1) year..... 3 work days
- After two (2) years 6 work days
- After eight (8) years 9 work days
- After fifteen (15) years..... 12 work days
- After twenty (20) years 14 work days
- After twenty-five (25) years..... 15 work days

2. **40 Hour Week Employees:**

- Less than one (1) calendar year.....Prorated six (6) work days.
- After one (1) year..... 6 work days
- After two (2) years 11 work days
- After eight (8) years 17 work days
- After fifteen (15) years..... 22 work days
- After twenty (20) years 27 work days
- After twenty-one (21) years 28 work days
- After twenty-five (25) years..... 29 work days

Vacations shall be based upon the calendar year and all new employees who have completed their one year of service shall be granted vacation on a prorated basis retroactive to date of hire. No partial days' vacation shall be granted to any employee; the minimum vacation period shall be one (1) day.

B. **Scheduling:** The number of employees on vacation within a given classification at any period shall be determined by the Chief. The Chief shall establish a vacation posting schedule and procedures. The vacation list shall be posted by December 1st. Choice of vacation time within a classification shall be made on the basis of seniority. No employee shall take more than six (6) or fewer than one (1) duty days at any given time. If more than one (1) day is selected in any vacation pick, it must be consecutive duty days. Forty (40) hour employees shall select no more than ten (10) work days at any given time. Forty (40) hour employees may take vacation in four (4) hour increments. Deputy Chiefs and non-represented shall not be included on the vacation schedule for bargaining unit employees. After each member of the department has selected his/her vacation time on a seniority basis, those members entitled to more than six (6) duty days' vacation shall select the remainder of their vacation from the remaining weeks of the year not selected by some other member of the department, also based on seniority. No employee shall be allowed to carry unused vacation into

the succeeding year unless permission to do so is granted by the Chief. Forty (40) hour per week employees shall not be included in or on the vacation schedule for the fifty-six (56) hour per week employees. Vacation shall be allowed to be taken year round with the vacation periods calculated starting the first day of the calendar year. Employees who receive a promotion will not lose their vacation picks if they are transferred to another crew.

Employees working on a forty (40) hour per week schedule shall be permitted to have two (2) employees on vacation at the same time, subject to the approval of the Fire Marshall.

When an employee becomes seriously ill or is seriously injured before his/her vacation, and it continues into his/her vacation, the employee shall have the right to take that vacation at another time if alternative vacation periods are open on the schedule.

- C. Proration Formula: Proration of vacation for employees with less than one (1) calendar year of service shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired on or before the 15th of the month shall be given credit for the full month. If that employee leaves or is terminated after the 15th of any month, he/she shall be given credit for working that full month. If he/she leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month.

After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 3. In the event the resulting vacation involves a fraction of a day, this fraction shall be rounded off so that the employee will receive ultimately a full day (i.e. 7/12 to 12/12) or no day (1/12 to 6/12).

For the purposes of computing the anniversary date of vacation benefits, the effective date of hire (for vacation benefits only) shall be January 1st of the year of hire. This shall not apply to the initial year of hire as provided above.

- D. Separation Benefit: At time of voluntary separation (retirement or resignation), employees with at least twelve (12) months of service who subsequently leave the employ of the City, upon giving fourteen (14) days written notice, or employees whose service is terminated due to death, shall receive cash payment for all remaining earned vacation time, compensatory time, perfect attendance leave credits and longevity. Employees who do not give at least fourteen (14) days written notice prior to termination of employment shall forfeit the prorated earned vacation and perfect attendance leave during the year in which the termination takes place.

The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time, and/or perfect attendance

leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

E. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resources Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and been actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;
3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of service credit.

Article 15 - CLOTHING ALLOWANCE

- A. Recruits: At the time of initial employment a recruit shall be provided with the required uniforms and protective clothing as determined by the City. Items to be purchased by the employee are established in SOP# 102.10 and 102.11. In the event a recruit does not complete his/her probationary period, said uniforms and protective clothing shall be returned to the City. In the event a recruit fails to return said uniforms and protective clothing, the City shall deduct the value of such uniforms and protective clothing from the last paycheck of the recruit.
- B. Other Employees: All employees with one (1) year or more of service shall receive an annual uniform allowance of \$500 for purchase, replacement and care of uniform items. Said allowance shall be paid in \$250 increments, on a twice-yearly basis.

Allowances will be paid in January and July of each year.

C. Terminating Employees:

1. Deduction: Any employee who leaves the department for any reason during the year shall allow the City to deduct from his/her final paycheck any amount due the City on a prorated basis.
2. Proration: Proration of the uniform allowance shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired between the 1st and the 15th of the month shall be given credit for working the full month. If he/she is hired after the 15th, he/she will receive no credit for that month. If the employee leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month. After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be applied to the specific uniform allowance in question during the year.

D. Protective Clothing: City shall pay for full cost of replacement of protective clothing.

Employees shall be responsible for maintaining all of their protective clothing which shall be defined as coats, boots, hoods, bunker pants, helmets, gloves, and ambulance jackets. The gloves shall only be used for department assigned duties and only replaced as hereinafter provided. The City shall replace protective clothing, at City expense, when, in the opinion of the Chief or his/her designee, replacement is necessary. All replacement protective clothing shall be department and NFPA approved.

Article 16 – HOLIDAYS

Annual: Employees shall receive paid holidays for each of the following days:

New Year's Day	Labor Day
Good Friday (immediately preceding Easter)	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

1. 56 Hour/Week Employees: The rate for each day shall be based upon the employee's normal hourly rate. 56 hour employees shall be paid 12 hours holiday pay for each of the holidays listed above. If the employee elects to use holiday pay on the holiday, pay for said day shall be included in the payroll which follows the said holiday. In addition, employees whose work day starts at 6:45AM on a listed holiday shall receive an additional 4 hours pay if the employee works the full 24 hour shift as scheduled.

2. 40 Hour/Week Employees: The rate for each day shall be computed based upon the employee's normal hourly rate. If required to work on any of the designated holidays, they shall receive additional pay at their regular hourly rate for all such time worked.
3. Floating Holidays: At the start of each year, employees shall receive a bank of holiday pay according to the provisions above. Employees may elect to receive holiday pay on the appropriate holiday or use time off as a floating holiday on another day. Unused floating holiday time will be paid out at the end of the year and shall not be carried over into the following year. If an employee elects a floating holiday but separates before the holiday is earned, the employee shall repay the City for the holiday. Selection of these days shall be in accordance with the provision of Article 14(B) and restricted to 24 hour increments. Picks shall be made after all employees have selected their regular vacation picks, PAL and personal holiday days; floating holidays shall be picked last.
4. Personal Holiday: In addition to the above holidays, each full-time employee shall receive a total of two (2) personal holidays per calendar year. Selection of these days shall be in accordance with the provision of Article 14(B) and shall be made after all employees have selected their regular vacation picks and PAL days.

Article 17 - FUNERAL LEAVE

- A. Immediate Family: In the event of death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to attend the funeral. The employee shall be entitled to the day of the funeral and either the two (2) calendar days before (or after) or the calendar day before and the calendar day after the day of the funeral, for a total of three (3) calendar days, including the day of the funeral. Immediate family shall mean spouse, parents, child, mother-in-law, father-in-law, brother, sister, step-parent, step-child and any member of the employee's household.
- B. Other: The employee shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relatives shall mean grandparents, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.
- C. Extension: Any employee may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious as to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.
- D. Off-Day: Funeral leave shall not be deducted from sick leave and employees shall not be entitled to compensation or compensatory time off if funeral leave occurs on a day off.
- E. Death of Employee: Employees may be granted up to four (4) hours of leave without

loss of pay to attend the funeral of a deceased employee or of a deceased retired employee. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

- F. Pallbearer: An employee serving as a pallbearer at any funeral may be granted up to four (4) hours leave without loss of pay. Employees shall not actually solicit pallbearer positions.

Article 18 - SICK LEAVE

- A. Accumulation: Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City but accumulation shall be retroactive to the last date of hire. Each full time firefighting employee shall receive 5.5385 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 11.0769 hours for each bi-weekly pay period thereafter. Sick leave shall accumulate to a maximum of one thousand nine hundred (1,900) hours. Each full time forty (40) hour employee shall receive 3.9691 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 6.3692 hours for each bi-weekly pay period thereafter. Such leave shall accumulate to a maximum of one thousand two hundred and twenty seven (1,227) hours.
- B. Use: Sick leave shall commence at the time the employee is unable to perform his/her duties and responsibilities until he/she has recovered and/or returns to work or has used all his/her accumulated sick leave. Employees who are sick and unable to report for work shall notify the shift commander at least forty-five (45) minutes or earlier before the regular shift or assignment. This provision shall only apply where the employee is physically able to notify the employee in charge. If he/she is unable to notify the employee in charge, he/she is obligated to use his/her best efforts to have another person provide this notification on his/her behalf.

Employees may utilize accumulated sick leave in cases of emergency injury or illness of members in the employee's household, e.g. child breaks arm on school playground. Employees may not work for compensation for another employer while on family, medical, or sick leave on days they would be on-duty.

Forty-hour employees scheduled to work five 8-hour days will be allowed three incidents of sick leave usage for medical or dental appointments within the established Perfect Attendance Leave earning period without sacrificing eligibility for Perfect Attendance Leave. Each incident may not exceed three hours per usage. Notice requirements for these absences remain in effect, and upon request of the employer, the

employee must provide a statement from a physician or dentist verifying the need for leave.

- C. Physician's Statement: The City may require a doctor's statement or other evidence of proof of illness in its sole discretion.
- D. Abuse: Employees who abuse sick leave benefits shall earn no sick leave for six (6) months succeeding the date of the last proven violation. Additional abuse or abuses of sick leave may subject an employee to dismissal. No less than one (1) working hour of sick leave shall be granted in any case.
- E. Paid Absence: Employees off work because of illness, vacation or worker's compensation shall be credited with their allotted sick leave allowance each month. The employee on sick leave who has used all his/her accumulated sick leave shall no longer receive the monthly sick leave allowance unless and until the employee returns to work.
- F. Worker's Compensation: Time away from work on Workers' Compensation shall be concurrently certified under the Family Medical Leave Act (FMLA). Employees eligible for worker's compensation benefits while medically unable to work shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal paycheck based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:
 - 1. Receive the worker's compensation benefit with no deduction from accumulated sick leave; or
 - 2. Receive the worker's compensation benefit and be paid the difference between the regular pay based upon a normal work week (excluding overtime and premium pay) and the worker's compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the worker's compensation and regular pay.
- G. Temporary Duty Employees: Temporary duty employees working 40 hour work weeks shall receive their normal pay based upon the normal work week with no loss of sick leave and benefits during the first ninety (90) calendar days. Thereafter, the employee will be paid for actual time worked
- H. Unused Sick Leave: When an employee retires as defined by the Wisconsin Retirement System, or is forced to retire due to medical disability and qualifies for a full disability under the Wisconsin Retirement System, a maximum of sixty percent (60%) of the sick leave remaining in the employee's accumulated sick leave account

may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential) and either paid to the employee in cash as a severance benefit or used to pay premiums towards the hospital and surgical insurance plan then in effect for the employee until such time as one of the following occurs:

1. The fund is depleted;
2. The employee dies; or
3. The employee becomes employed and/or eligible for other hospital and surgical insurance from another source.

Employees who retire with at least 25 years of service shall receive a sick leave conversion at the rate of 80% of the sick leave remaining in the employee's accumulated sick leave account (max 1200 hours).

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- a. Apply for and be eligible for Wisconsin Retirement System Benefits thirty (30) days prior to the last date they have worked; and
- b. Whenever possible, in cases of voluntary retirement, give the employer a minimum of 30 days' prior written notice of retirement.

I. Perfect Attendance Leave:

1. Earning Method: 56 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn twelve (12) hours of Perfect Attendance Leave. Perfect Attendance Leave begins to accrue during the last six (6) months of probation. If the employee does not use sick leave for a second six (6) month period the employee shall earn an additional twelve (12) hours of Perfect Attendance Leave. Employees who continue not to use sick leave will earn twenty-four (24) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 56 hour employee's P.A.L. account exceed seventy-two (72) hours. All Perfect Attendance Leave must be used within one year of earning the leave accrual.

Example: employee uses sick leave April 4th

Employee does not use sick leave April 5 th through Oct 4 th	+12 hrs PAL
Employee does not use sick leave Oct 5 th through April 4 th	+12 hrs PAL
Employee does not use sick leave April 5 th through Oct 4 th	+24 hrs PAL

Employee will continue to accrue 24 hours every 6 month period following, as long as he/she does not use sick leave and the employee PAL account is not at the maximum limit of hours (72 for 56 hour employees)

40 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional four (4) hours Perfect Attendance Leave. Employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 40 hour employee's PAL account exceed forty (40) hours.

2. Utilization: After all regular vacation days are selected perfect Attendance (PAL) shall be picked. Once PAL time is selected, those time periods shall not be subject to selection by another employee unless the PAL time is vacated by the employee who selected it, at which time the regular vacation selection process will apply. New employees are required to pass probation prior to being eligible to use PAL leave. PAL shall be subject to approval by the Chief.
 3. Minimum Usage: Perfect attendance leave may be used in six (6) hour increments for 56 hour employees and 4 hour increments for 40 hour employees.
 4. Reporting: Employees will be responsible to alert the Human Resources Department on an electronic form prescribed by HR each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period.
- J. Catastrophic Sick Leave Account: After an employee has reached their maximum accumulation of sick leave, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1800 hours for firefighting employees and 1127 hours for full-time forty (40) hour employees. Sick leave in the CSLA may only be used if an employee has been absent from work because of serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a worker's compensation injury and may not be converted to a monetary value and used to pay the cost of the hospital and surgical insurance plans upon retirement.

Article 19 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any employee upon request to further education where the City will directly benefit from the leave. The leave may be given for a period of not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources Committee for approval in their sole discretion. Any employee who has used all his/her sick leave and vacation time and is still unable to return to work, or be reasonably accommodated consistent with the provisions of Article 7, due to sickness shall notify the City and request a leave of absence. The leave of absence shall automatically be granted for a period not to exceed one (1) calendar year or until the employee is physically able to return to work, whichever is lesser. The City may require, at reasonable intervals, a doctor's statement or other evidence or proof of illness. No employee shall be entitled to a second leave of absence for reasons of health during a three (3) year period subsequent to the last day of his/her last leave of absence for health reasons.

If the employee cannot return to normal duty following the completion of his/her leave of absence for reasons of illness, he/she shall be terminated, unless the City, in its sole discretion, can find another position which he/she can fill.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The City shall allow any employee on leave of absence to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 20 - MILITARY LEAVE

Employees who are members of the Officers Reserve Corps, enlisted Reserve Corps, Naval Reserve Corps, Marine Reserve, National Guard, State Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin, shall be granted leave of absence, if required, to participate in summer encampment training duties. Such employee shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency, such employee may take an extended leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any employee on Military Leave to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 21 - INSURANCE

A. Medical and Hospitalization Benefits: The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as

all general municipal employees.

- B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.
- C. Group Life Insurance: Employees are eligible to participate in group Life Insurance program.
- D. Pre-tax Insurance Premiums: All deductions from employees pay for health and dental insurance will be taken on a pre-tax basis.

Article 22- LONGEVITY

The City agrees to pay longevity pay to all employees who have completed continuous uninterrupted service as follows:

- A. After 5 years – a monthly amount equal to .32% (.0032) of the employee’s monthly base rate.
- B. After 10 years – a monthly amount equal to .62% (.0062) of the employee’s monthly base rate.
- C. After 15 years – a monthly amount equal to .9% (.009) of the employee’s monthly base rate.
- D. After 20 years – a monthly amount equal to 1.2% (.012) of employee’s monthly base rate.
- E. After 25 years – a monthly amount equal to 1.47% (.0147) of employee’s monthly base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

Article 23 – DISCIPLINE

All matters of discipline, suspension or termination of employment shall be subject to the provisions of Section 62.13 of the Wisconsin Statutes or, in the alternative, where applicable, the grievance procedure of this contract.

The concept of progressive discipline is encouraged whenever possible. Progressive discipline is considered to include the following sequence:

- A. Oral or written warning

- B. Written reprimand
- C. Suspension not to exceed ten (10) days
- D. Termination of employment or reduction in rank

Failure to follow this sequence shall not void the City's discipline of all employees.

All personnel shall have the right to review their personnel file at reasonable times and to contest or add to the materials contained herein.

Article 24 - RETIREMENT

All association employees shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% of the employee's share.

When an Association member who is eligible, and applies, for full Wisconsin Retirement System (WRS) benefits retires from service and the Association member provided six months' advance notice of intent to retire, the City agrees to pay a \$2,000 (subject to appropriate taxes and deductions) incentive in the firefighter's last payroll. Employees who change their separation date (subject to Department Head approval) will have the six (6) month timeframe restart from the new notice date. No time from the first notice to the next notice will be credited. Rehired retirees do not qualify for this payment.

Article 25 - SUPERVISOR DUTIES

When not occupied with their supervisory duties, supervisors shall not be restricted from performing work in the bargaining unit, while they are on duty, provided such work shall not result in the immediate layoff of employees in that classification. No supervisory personnel shall be called in specifically to perform duties of employees in the bargaining unit.

Article 26 - OUTSIDE EMPLOYMENT

- A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, he/she shall, prior to the commencement of such employment, notify the Chief of the Department in writing that he/she wishes to undertake such employment and shall include in said notice the name of the employer, or that he/she is self-employed, business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief, by written notice to the employee, may delay the start of such employment for a

reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work.

- B. Limitation On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith. Employees shall not work at outside employment after 10:00 PM on the night prior to his/her work shift in the Wausau Fire Department.
- C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that he/she will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.
- D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, he/she may unilaterally rescind, for the duration of the emergency, any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact he/she may be engaged in gainful part-time employment provided for in this section.

Article 27 - WORK STOPPAGE

- A. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work in conjunction with their employment in the Wausau Fire Department during the term of this Agreement.
- B. Union Action: Upon notification by the City to the Union confirmed in writing and stating with the facts that certain members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders and take action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

C. Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 28 - SAFETY AND HEALTH

The City and the Union agree to cooperate in the promotion of safety and health of the employees of the Fire Department.

Article 29 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 30 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

Article 31 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees when released from jury or witness duties shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime under this provision.

Article 32 - DURATION

A. Term: This agreement shall become effective as of January 1, 2023 and shall remain

in full force and effect through December 31, 2024, and shall renew itself for additional one (1) year periods thereafter, unless either party, pursuant to this article, has notified the other party in writing that it desires to alter or amend this agreement prior to the end of the contract period. In addition, this agreement shall remain in full force and effect until a subsequent agreement has been reached between the City and the Union.

B. Timetable for Conferences and Negotiations:

Step 1: Submission of Union bargaining requests in writing to the City on or before July 1.

Step 2: The City will advise the Union by August 1 of the position of the City concerning the bargaining requests.

Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15.

This timetable is subject to adjustment by mutual agreement of the parties.

Article 33 - ENTIRE MEMORANDUM OF AGREEMENT

- A. Entire Agreement: The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions.
- B. Waiver: Both the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This section shall not preclude new issues being raised by either party in negotiation sessions pursuant to Article 32 - DURATION.
- C. Breach: Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

APPENDIX A
MONTHLY WAGES

LIEUTENANT START	12/25/2022 \$ 6,895.15	12/24/2023 \$7,033.05	06/23/2024 \$ 7,173.71
ENGINEER START	\$ 6,267.34	\$6,392.69	\$ 6,520.54
10 YR:	\$ 6,361.04	\$6,488.26	\$ 6,618.03
FIREFIGHTER START	\$ 4,740.92	\$4,835.74	\$ 4,932.45
1 YR:	\$ 4,950.00	\$5,049.00	\$ 5,149.98
2 YR:	\$ 5,159.13	\$5,262.31	\$ 5,367.56
3 YR:	\$ 5,367.96	\$5,475.32	\$ 5,584.83
4 YR:	\$ 5,879.08	\$5,996.66	\$ 6,116.59
7 YR:	\$ 5,922.23	\$6,040.67	\$ 6,161.48
10 YR:	\$ 6,010.72	\$6,130.93	\$ 6,253.55

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APPENDIX A
MONTHLY WAGES

	<u>12/22/2024</u>	<u>6/22/2025</u>	<u>12/21/2025</u>	<u>6/21/2026</u>	<u>12/20/2026</u>
<u>Lieutenant</u>					
START	\$7,388.92	\$7,462.81	\$7,686.69	\$7,763.56	\$8,074.10
<u>ENGINEER</u>					
START	\$6,716.16	\$6,783.32	\$6,986.82	\$7,056.69	\$7,338.95
10 YR	\$6,816.57	\$6,884.74	\$7,091.28	\$7,162.19	\$7,448.68
<u>FIREFIGHTER</u>					
START	\$5,080.42	\$5,131.23	\$5,285.16	\$5,338.02	\$5,551.54
1 YR	\$5,304.48	\$5,357.52	\$5,518.25	\$5,573.43	\$5,796.37
2YR	\$5,528.59	\$5,583.87	\$5,751.39	\$5,808.90	\$6,041.26
3YR	\$5,752.37	\$5,809.90	\$5,984.20	\$6,044.04	\$6,285.80
4YR	\$6,300.09	\$6,363.09	\$6,553.98	\$6,619.52	\$6,884.30
7YR	\$6,346.32	\$6,409.79	\$6,602.08	\$6,668.10	\$6,934.83
10 YR	\$6,441.16	\$6,505.57	\$6,700.74	\$6,767.74	\$7,038.45

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Firefighter/Inspections and Lieutenant/Inspections shall receive annual pay of \$300 for each of the additional required certifications outlined in position requirements.

SCBA Technicians shall receive an additional 1% over his/her hourly rate.

EMT-Paramedic's shall receive in addition to their base pay rate: At the time of EMT-P licensure – 6 %

After 5 years as an EMT-P – 7%

Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively.

Engineer/EMT-P-2% Lieutenant/EMT-P-2%

APPENDIX B
EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.

EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.

EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.

Program – When “P” is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department

State – The State of Wisconsin Emergency Medical Services

Decertification – The process by which an individual may leave the EMT-P program.

Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license.

Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated

with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.

8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave:
 - a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City.
 - b. Promotion.
 - c. Seniority in the Program.
 - d. Seniority in Wausau Fire Department.
 - e. Personnel with verifiable medical reasons will be allowed to leave the Program at any time.
 - f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the

off time for any equivalent amount of off time due within 90 days of the rescheduled training date.

10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.
3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the City. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. EMERGENCY MEDICAL SERVICES CREW LEADER

1. Effective January 1, 2015 one EMS Crew Leader shall be assigned to the Department. The EMS Crew Leaders shall be responsible for working with the EMS Division Chief to develop EMS policies and/or direct the EMS affairs of Wausau Fire Department.
2. Compensation for the EMS Crew Leader position shall be \$1600.00 per year.
3. The EMS Crew Leader shall be required to possess a Wisconsin Paramedic License, be currently assigned as firefighter/paramedic and have a minimum of three years' experience with the Wausau Fire Department.
4. The EMS Crew Leader shall be selected for appointment on a voluntary basis by seniority beginning with the most senior qualified firefighter/paramedic and proceeding down the seniority list until the position is filled. If there are no voluntary applicants for the position, the Chief may appoint an EMS Crew Leader from the list of qualified firefighter/paramedics.

APPENDIX C
HAZARDOUS MATERIAL

Commitment Period: The Wausau Fire Department shall post a COMMITMENT NOTICE for Hazardous Materials Regional Response Team members on the first Monday in January of the year the State Contract is up for renewal, and will be removed on the first Monday in February. The notice shall state the length of the State Contract that is being negotiated. Personnel who sign the commitment notice will be committing for the duration of the State contract. Selection of personnel who are not currently State HazMat certified but desire to be trained will be selected and allowed to sign the team commitment notice on the basis of seniority as openings on the team become available. They will be sent to HazMat certification classes as the classes become available

Beginning 1/1/2015 the hazardous material (HazMat) classifications and HazMat pay are as follows for the duration of the agreement:

HazMat Coordinator (1)	\$1,700
HazMat Assistant Coordinator (1)	\$1,600
HazMat Specialist (6)	\$1,000
HazMat Commander (3)	\$1,000
HazMat Technician (18)	\$620

One-half (1/2) the Hazmat incentive payment will be made on the second payday in April and the second one-half (1/2) incentive payment will be made on the second payday in September each year. Payments will be prorated by the month.

HazMat Specialists, and Commanders shall be selected on the basis of senior most qualified. If there are no voluntary applicants for these positions the Chief may appoint personnel to fill any vacant positions from the HazMat team.

Payment under this HazMat provision is contingent upon the City receiving money for same from the State of Wisconsin pursuant to a State-City HazMat agreement, and such payment, along with all such assignments, shall immediately terminate in the event that there is no longer any agreement with the State, or the City, in its opinion, believes that there is not enough money under the agreement or any successor agreements to support the Regional HazMat Responder program.

Notwithstanding the above, nothing contained herein shall affect the City's ability to assign HazMat positions as it has in the past.

APPENDIX D

EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM

Effective as soon as practicable after January 1, 2018 each crew will include one EMS Quality Assurance Coordinator. The EMS QA Coordinators shall be responsible for working with the EMS Division Chief, EMS Crew Leader, and EMS Medical Director on quality assurance efforts of the Wausau Fire Department.

EMS QA Coordinators will be actively involved in a continual quality cycle which includes planning, implementation, assessment/evaluation, and review. Responsibilities will include but are not limited to protocol development and implementations, review of patient care reports and data outcomes. Must work collaboratively to improve quality with modifications as needed.

EMS QA Coordinators shall receive \$1000 annually in addition to their regular pay. If an employee is assigned to an EMS QA Coordinator position for less than a year, that amount shall be prorated accordingly.

The EMS QA Coordinator shall be required to possess a Wisconsin Paramedic License, be currently assigned as a Firefighter/Paramedic and have a minimum of three (3) years' experience with the Wausau Fire Department.

The EMS QA Coordinators will be selected or appointed annually after crew assignments are completed. Each crew will have one EMS QA Coordinator who shall be selected for appointment on a voluntary basis by seniority, beginning with the most senior qualified Firefighter/Paramedic of that crew and proceeding down the seniority list until the position is filled. If there are no voluntary applicants from the rank of Firefighter/Paramedic, a paramedic from the rank of Lieutenant or Engineer may be considered. If there are no voluntary applicants for the position(s), the Chief may appoint an EMS QA Coordinator(s).

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE	
Approve bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLE for January 1, 2025 through December 31, 2027.	
Committee Action:	HR: Pending FIN: Pending
Fiscal Impact:	\$XX plus benefits over the life of the contract
File Number:	02-1217
Date Introduced:	November 26, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereby referred to as “City”) and the Local 415, IAFF, AFL-CIO and CLC (hereafter referred to as the “Firefighter Union”) have agreed to the provisions of a collective bargaining agreement encompassing the time period of January 1, 2025 to December 31,2027, the summary of the agreement being attached; and

WHEREAS, your Human Resources Committee at their 11-26-2024 meeting and Finance Committee at their 11-26-2024 meeting recommend the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Firefighter Union, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a three-year agreement, encompassing the periods of January 1, 2025 to December 31, 2027 , and

BE IT FURTHER RESOLVED that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

Doug Diny, Mayor