



OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	November 26, 2024 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

Committee Reports: Board of Public Works: Insurance Claims - April 2024-September 2024.

File #	CMT	Consent Agenda	ACT
24-1101	COUN	Approve Minutes of a previous meeting(s) (11/12/2024).	Place on file
23-1109	PH&S & FIN	Joint Resolution Approving Third Amendment American Rescue Plan Act Subrecipient Agreement - Catholic Charities.	Approved 5-0 Approved 5-0
03-1111	FIN & HR	Joint Resolution Authorizing a 3% general wage adjustment for non-represented employees effective December 22, 2024.	Approved 4-0 Approved 5-0
19-0918	I&F	Ordinance Amending Section 10.01.080 Penalty regarding overtime parking or permit meter violations.	Approved 5-0
24-1112	I&F	Resolution Approving Security Door Policy.	Approved 5-0
24-1113	I&F	Resolution Approving Request for Limited Use of 1300 Cleveland Avenue for a Training Area.	Approved 5-0
24-1114	I&F	Approving Agreement for the Management and Maintenance of a Stormwater Facility (Kolbe Apartments LLC – 706 Flieth Street, 1371 South 8th Avenue, 1363 South 8th Avenue, 1361 South 8th Avenue, 1355 South 8th Avenue, 1341 South 8th Avenue, 1337 South 8th Avenue, 1333 South 8th Avenue, 1331 South 8th Avenue, 1327 South 8th Avenue).	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
24-1102	MAYOR	Mayor's Appointments	Placed on file
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
24-1107	FIN	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.	Pending
02-1217	FIN & HR	Joint Resolution 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.	Pending Pending
02-1216	FIN & HR	Joint Resolution Approve bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2025 through December 31, 2027.	Pending Pending
24-1108	FIN	Resolution Approving sale of Wausau Fire Department Ladder 2 and potential replacement purchase.	Pending
24-1116	PH&S	Resolution Approving Clinical Affiliation Agreement for Health Occupations with Northcentral Technical College.	Pending
23-1109P	FIN	Resolution Approving 2024 Budget Modifications - Additional Soil Sampling and Soil Removal for the Riverside Rail Corridor and Park Remediation, BRRRTS # 02-37-584785.	Pending
24-1115	PARK ARTS PLAN	Joint Resolution Approving Native American Land Acknowledgement Marker in Riverlife Park.	Approved 5-0 Approved 6-0 Pending
24-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Pending

Public Comment & Suggestions

Adjournment

Signed by Mayor Doug Diny

Members of the public who do not wish to appear in person may view the meeting live on the Internet, 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 kaitlyn.bernarde@wausauwi.gov with "Common Council Public Comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 11/20/2024 @ 4:00 PM. Questions regarding this agenda may be directed to the City Clerk.

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) 261-6622 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.

Proclamation

- WHEREAS,** Small business Saturday was created in 2010 by American Express as part of the larger nationwide Shop Small movement, established to help celebrate small businesses and help communities thrive and stay vibrant; and
- WHEREAS,** the city of Wausau celebrates our local small businesses and the contributions they make to our economy and community; and
- WHEREAS,** as of a 2022 Small Business Economic Impact Study, with every dollar spent at a small business in the US, 68 cents stays in the local community; and
- WHEREAS,** advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and
- WHEREAS,** Small Business Saturday is celebrated on the Saturday following Thanksgiving in the United States; and
- WHEREAS,** Wausau acknowledges that our local small businesses create jobs, boost our economy, and preserve our communities; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 30th, 2024 as

Small Business Saturday

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask them help support our local Small Business and merchants on Small Business Saturday and throughout the year.



Doug Diny

Doug Diny
Mayor, City of Wausau
November 26, 2024

Proclamation

WHEREAS, the game of soccer is growing at an alarming rate across the United States, especially with the FIFA world cup coming to the US in 2026; and

WHEREAS, the Wisconsin Conquerors Football Club was founded in February 2023 now entering their first winter season in the Major Arena Soccer League (MASL2) after successfully competing in the summer National Premier League (NPSL); and

WHEREAS, Wisconsin Conquerors Football Club is partnering with the Greenheck Turner Community Center and the greater Wausau community to host the MASL2 league; and

WHEREAS, MASL2 is under the MASL indoor brand, which has been an establishment for many years and approved the Conquerors to compete in their league; and

WHEREAS, five teams will compete from five different states in the North Division of the league from December 14th to March 28th, and the best team will advance to the regional and national finals; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 18th, 2024 as

Wisconsin Conquerors Football Club Day

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask them help support the success of this soccer football club.



Doug Diny

Doug Diny
Mayor, City of Wausau
November 18, 2024



To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: October 4, 2024

Subject: Insurance Claims – April 2024 – September 2024
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of April 2024 – September 2024

Date of Incident	Claimant	Claim Details	Amount of claim	Action
2/14/24	Danielle Fischer 1212 Highland Park Blvd.	City flushing sewer lines and water spraying out of toilets	\$108.84	Deny 4/9/24
3/15/24	Dime & Dollar Thrift Store 211 Alexander Street	Waste water back-up into the store	\$675.00	Deny 4/9/24
1/13/24	Wisconsin Public Service PO Box 6040 Carol Stream, IL	Plow truck backed into utility pole	\$1,707.90	Approve 5/28/24
5/13/24	Peter Samolinski 801 W. Crocker Street	DPW laying sticky mesh tape on 5 th St. - wrapped around car tire	\$320.56	Approved 5/28/24
3/4/24	American Family Insurance subrogated for Jeff Robinson	Hit pot-hole – Grand Ave. by Rstore gas station	\$2,651.32	Deny 6/4/24
4/18/24	Sonia Torres 1632 Wild Rose Ln Aurora, IL	Officer backed into vehicle in a parking lot	\$1,572.10	Approved 5/28/24
5/10/24	American Family Insurance subrogated for Jeffrey Sargent	Manhole cover popped up – damage to vehicle – intersection of Winton Street & 8 th Street	\$14,476.64	Deny 7/23/24
6/26/24	Raevyn Linder 1217 Henrietta Street	Putting tar down on Henrietta St. drove over, got tar all over tires	\$936.72	Deny 7/30/24
5/2/24	Nate Berg 929 Jefferson Street	Cut invisible dog fence and aggressively trimmed bushes	\$518.56	Deny 9/4/24
6/24/24	James Cornelius 1001 Brisbane Court	Bldv tree – Large tree limb damaged house gutter	\$238.37	Deny 9/17/24
7/13/24	Robert Grieser 909 Kent Street	Bldv tree – Large tree limb damaged house gutter	\$320.00	Deny 9/17/24
8/17/24	Faye Blaubach 307 Imm Street	Manhole cover popped up when driving on Flieth St – damage to underside of vehicle	\$1,076.08	Deny 9/10/24
4/15/22	Acuity on behalf of Oona Younger	Fell due to a pothole in Downtown Grocery parking lot	Unknown	Deny 9/10/24

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, November 12, 2024, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

11/12/2024

Roll Call indicated 9 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	EXCUSED
5	Gisselman, Gary	EXCUSED
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

11/12/2024

The Mayor of the City of Wausau Proclaims:

- Never Forgotten Week in Wausau (October 27 - November 2, 2024)
- Crash Responder Safety Week (November 18 - 22, 2024)
- Hmong New Year (November 9 - 10, 2024)
- Homelessness Awareness Month (November 2024)
- Veterans Day (November 11, 2024)
- Lung Cancer Awareness Month (November 2024)

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment

11/12/2024

1. Jan Brown, address not provided – Spoke in support of Mayor’s Appointments.
2. Ronald Raquin, 3311 W. Wausau Avenue – Spoke on the Mayor.

Point of Order raised by Lukens. The point of order was not recognized by the Chair.

3. Jay Coldwell, 3422 Horseshoe Spring Road – Spoke on reconsideration of Mayor’s Appointments.
4. Sandra Kelch, 802 Augusta Avenue – Spoke on the unhoused population.
5. Vylius Leskys, address not provided – Spoke on the reconsideration of Mayor’s Appointments.

Point of Order raised by Lukens. The point of order was not recognized by the Chair.

Presentation: Lead Service Line Replacement Project Presentation from Community Infrastructure Partners (CIP) 11/12/2024

Shawn Kerachsky, President and CEO of Community Infrastructure Partners, and other representatives from Community Infrastructure Partners spoke on the lead line replacement project. Discussion held. No action taken.

Consent Agenda

11/12/2024

Motion by Henke, seconded by Martens, to adopt all the items on the Consent Agenda as follows:

24-1101 from the Common Council Approve Minutes of a previous meeting(s) (10/22/2024).

24-1103 Resolution from the Infrastructure & Facilities Committee Approving Revision to State/Municipal Agreement for Grand Avenue, Kent Street to East Thomas Street.

24-1104 Resolution from the Infrastructure & Facilities Committee Establishing Assessment Rates for 2025 New Street Construction Projects.

23-0905 Ordinance from the Public Health & Safety Committee Amending Section 5 of Ordinance No. 61-5950 striking the sunset provision of December 31, 2024 on WMC 9.20.020(t) making consumption of alcohol in parks under certain conditions a municipal offense.

15-0918 Resolution from the Economic Development Committee Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8220 Enterprise Drive.

20-0809 Resolution from the Finance Committee Approving contract for commercial inspection services with the Village of Rib Mountain.

24-1105 Resolution from the Public Health & Safety Committee Approving Level B Hazardous Materials Response Agreement with Marathon County.

01-0251 Resolution from the Public Health & Safety Committee Approving Emergency Management Services Agreement with Marathon County.

24-1106 Resolution from the Finance Committee Authorizing the Mayor to sign the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances for receiving federal financial assistance from the U.S. Department of Transportation.

24-0108 Resolution from the Public Health & Safety Committee Approving Various Licenses as Indicated.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	EXCUSED
5	Gisselman, Gary	EXCUSED
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASSED

24-1109 **11/12/2024**

Public Hearing: Proposed 2025 City of Wausau Budget

1. Tom Kilian, 133 E. Thomas Street – Spoke on spending funds on necessities and against developer agreements.

24-0902 **11/12/2024**

Motion by Henke, seconded by McElhaney, to approve the Mayor’s Appointments Reconsideration of the Mayor’s Appointment to the Police & Fire Commission.

Rasmussen stated the original application for the appointment lacked information. It was stated it was meaningful to hear from the applicant seeking this appointment and that the applicant had met with the Police and Fire Chief.

Kilian stated decisions are based on information provided in the packet, and that information and the applicant’s public comment should inform the decision.

Tierney stated the reconsideration was due to being informed of the applicant’s record and the previous application lacked information prompting the previous no vote.

Watson stated there was curiosity surrounding the vote. Watson stated moving forward, party affiliation should be on the record for the makeup of the Police & Fire Commission to better be in compliance. It was stated the Mayor had taken accountability for lack of the information in the previous application and the application is now complete.

McElhaney stated Mayor’s had historically been given broad discretion with appointments. There were concerns raised on the level of responsibility the Common Council would take in vetting appointments in terms of calling references and interviewing applicants. McElhaney stated a need to work collaboratively for the betterment of the city.

Point of order raised by Lukens on following the rules of decorum. *Point of order well taken by the Chair* and members of the audience were asked to refrain from clapping.

Watson stated vetting was needed for appointments to a commission that oversaw 54% of the city's budget and supported an update to the participation form to better inform that Common Council.

Tierney stated citizens' volunteer for these appointments and the application process should not be prohibitive to that participation.

Kilian stated reaffirmation that the application process should not be so difficult as to inhibit people from applying.

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

23-1109AB **11/12/2024**

Motion by Larson, seconded by Martens, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Two Tri-Axle Dump Trucks.

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

23-1109AC **11/12/2024**

Motion by Lukens, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Adopting a 2024 Budget Modification for the Airport Roof Replacement Project.

Henke questioned if contractors had an opportunity to review when this project went to bid. It was stated the decking was finished on the inside causing it to be unknown that the deck was not to code as it will be built to with this additional allocation.

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

24-1109 **11/12/2024**

Motion by Larson, seconded by Martens, to adopt the Resolution from the Finance Committee Adopting the 2025 City of Wausau Budget and General Property Tax to Support Same.

Martens stated the budget increased levy by 2.47% underneath the Mayor's 2.5% goal and was the lowest levy increase in over a decade without cutting vital services. It was stated budget increases were not due to out of control spending but due to increase in inflationary costs and wages. It was stated that public service fees were implemented to help level the cost of those services. Martens stated support for the budget.

Watson questioned the process for implementing the public safety fee for special events for extra revenue. It was stated ticket events would be assessed a special fee for the public safety services provided for the events. The Public Health & Safety Committee will work out that policy in implementation.

Rasmussen stated the goal was to get to a reasonable levy to get the facilities and services to fund the things needed and protect the things that hold value in exchange for tax dollars. It was stated this allowed growth in infrastructure as past budgets had neglected infrastructure causing a backlog. Rasmussen stated support for the public safety fee for special events to ensure safety at these events.

McElhaney stated the public safety fee was meant to limit the exposure of the funds to cover special events. It was stated that the Finance Committee was not trying to balance the budget on the back of special events as it was a discussion about events that are attended by people who live outside of the city when city residents pay for the services to hold those events.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	EXCUSED
5	Gisselman, Gary	EXCUSED
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES

9 Tierney, Vicki YES
10 Larson, Lou YES
11 Henke, Chad YES

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASSED

24-1109 **11/12/2024**

Motion by Henke, seconded by Larson, to adopt the Resolution from the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2025 Comprehensive Fee Schedule).

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

24-1110 **11/12/2024**

Motion by Watson, seconded by Larson, to adopt the Preliminary Resolution from the Infrastructure & Facilities Committee Levying Special Assessments for 2025 Street Construction Projects.

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

24-1111 **11/12/2024**

Motion by Watson, seconded by Henke, to adopt the Preliminary Resolution from the Infrastructure & Facilities Committee Levying Special Assessments for 2025 Alley Paving Project.

Yes Votes: 9 No Votes: 0 Abstain: 0 Not Voting: 2 Result: PASSED

Adjourn **11/12/2024**

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:54 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

**JOINT RESOLUTION OF THE FINANCE COMMITTEE AND
PUBLIC HEALTH & SAFETY COMMITTEE**

Approving Third Amendment American Rescue Plan Act Subrecipient Agreement - Catholic Charities.

Committee Action: Finance Approved 5-0
PH&S Approved 5-0

Fiscal Impact: None

File Number: 23-1109

Date Introduced: November 26, 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:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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 checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the Common Council authorized ARPA funding for a subrecipient agreement with Catholic Charities for night-time warming center operations for the months of May through October 2023 and 2024; and

WHEREAS, pursuant to the Council resolution Catholic Charities maintained night-time warming center operations for these months in 2023; and

WHEREAS, the formal agreement for these services was not executed until September 25, 2023; and

WHEREAS, ARPA regulations specify that costs cannot be allocated to the ARPA grant until the contract is executed; and

WHEREAS the Common Council authorized ARPA funding of a subrecipient agreement with Catholic Charities for day center operations for services on or after December 20, 2023; and

WHEREAS, according to these terms Catholic Charities began day center services on January 1, 2024; and

WHEREAS, amendment one of the subrecipient agreement for day center services was executed on February 1, 2024; and

WHEREAS, ARPA regulations specify that costs cannot be allocated to the ARPA grant for January 2024 before the February contract execution; and

WHEREAS, on March 12, 2024, the Common Council approved modifying the budget to remove the night-time warming center ARPA funding for the period May 1, 2023 through January 1, 2024 and a budget modification removing the day center ARPA funding for the period of January 2024, during which operations were maintained, and authorizing alternate, one-time funding in the amount of \$232,000 and reducing the total

amount of ARPA funds allocated to Catholic Charities by \$232,000; and

WHEREAS, on September 10, 2024, your Finance Committee discussed and recommended carrying over the ARPA allocation contingent upon the extension of the subrecipient agreement and referred the matter to the Public Health & Safety Committee; and

WHEREAS, on October 21, 2024, your Public Health & Safety Committee discussed and recommended extending the subrecipient agreement from December 31, 2024 through April 30, 2025; and

WHEREAS, on November 12, 2024, your Finance Committee discussed and recommended extending the subrecipient agreement from December 31, 2024 through April 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the Third Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities and authorizes and directs the proper City officials to execute the Third Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities.

Approved:

Doug Diny, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, October 21, 2024, at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Sarah Watson, Carol Lukens

Others Present: Tammy Stratz, Anne Jacobson, Tegan Troutner, Matt Barnes, Michael Horejs, Nathan Porath, Jerney Kopp, Jared Thompson

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:15 p.m.

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

Rasmussen stated this amendment was a reasonable approach to the vision of funding the day center with measurable outcomes and deliverables on the participants of the services. It was stated it is important to ensure all parties are on the same pages in terms of results in exchange for the funding. Rasmussen stated there needed to be a consistent offering of services with routine office hours.

Larson questioned if there would be measurable results after the wintertime and questioned why the day center is not being utilized. It was stated there would be measurable results, but the daily census may be nebules based on length of stay and that the day center would likely be more utilized in the winter as a respite from the cold weather.

Motion by Larson, seconded by Watson, to extend funding per the contract through the end of April and return funding for ARPA allocation via the Finance Committee. Motion carried 5-0.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=iP5utGu4wJ8>

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.

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 programming.

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.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=wx9OfZWFlil>

DRAFT



MEMO

TO: Public Health & Safety

FROM: Tammy Stratz, Community Development Manager

RE: Third Amendment American Rescue Plan Act Subrecipient Agreement – Catholic Charities

DATE: October 15, 2024

As you will all recall, Council had approved ARPA funding to assist with both the year-round Warming Center and starting a Day Center with Catholic Charities. There were several changes to the funding requests as documented on Resolutions dated September 27, 2022, December 13, 2022, March 14, 2023, August 28, 2023, and January 23, 2024.

That last resolution approved the First Amendment reflecting returning funds to Catholic Charities from Open Door so they could open the Day Center. Since that time, Catholic Charities has been operating both services and submitting invoices as agreed. The current ARPA agreement pays Catholic Charities through December 31, 2024.

Catholic Charities has requested an extension to that agreement. As of the end of July, there was approximately \$400,000 left unspent. This proposal was presented at Finance Committee on September 10, 2024, of which an extension to December 31, 2026, was requested. At this meeting several questions/concerns were discussed. Alder McElhane requested that the proposed agreement be brought to Public Health & Safety Committee for its authorization. Since then staff has asked additional questions about the services/agencies who were identified as partnering with Catholic Charities. Attached is the most recent quarterly report from Catholic Charities as well as some follow-up e-mails we received.

Attached is Catholic Charities' last quarterly report along with correspondence from agencies we reached out to of which Catholic Charities has stated they partner with. The updated proposed amended agreement will pay for the remaining Warming Shelter just until their normal hours of operation start on November 1st and the Day Center through April 30, 2025, allowing the unhoused a warm place to stay during the winter months. Based on averaging their monthly Warming Shelter and Day Shelter expenses, we are anticipating \$300,576 will be returned to the ARPA account for redistribution.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

THIRD AMENDMENT AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

This Third Amendment (“Amendment”) to the American Rescue Plan Act Subrecipient Agreement between the City of Wausau, (“The City”) and Catholic Charities of the Diocese of La Crosse, Inc., (“Subrecipient”) is made this _____ day of _____, 2024.

WHEREAS, the Common Council, on September 27, 2022, approved a two-year agreement and allocated funding to Subrecipient to operate a nighttime warming shelter in 2023 and 2024 for the months of May through October and the parties executed the contract effective September 25, 2023, making reimbursement from the grant for eligible Subrecipient costs incurred prior to that date, impermissible; and

WHEREAS, on January 23, 2024, the Common Council approved the First Amendment to the American Rescue Plan Act Subrecipient Agreement for the operation of daytime services and the Amendment was executed on February 1, 2024, effectively amending the Amount of Award and Budget Not to Exceed \$778,437.37 and confirming that qualifying activities performed on or after December 20, 2023, remain eligible for reimbursement; and

WHEREAS, on March 12, 2024, the Common Council approved the Second Amendment to the American Rescue Plan Act Subrecipient Agreement and the Amendment was executed on March 23, 2024, authorizing a budget modification removing the night-time warming center ARPA funding for the period May 1, 2023 through January 31, 2024, and a budget modification removing the day center ARPA funding for the period of January 2024, during which operations were maintained, and authorizing alternate, one-time funding in the amount of \$232,000 and reducing the total amount of ARPA funds allocated to the Subrecipient by \$232,000;

WHEREAS, on August 1, 2024, the Subrecipient requested an extension of the Period of Performance through December 31, 2025, to provide day services until April/May of 2025 and warming center services from May 1, 2025, through October 31, 2025, to continue to utilize unspent funds of approximately \$350,000 as of July 31, 2024.

WHEREAS, the City has reviewed activities versus allocations of the Day and Night shelters and have agreed to extend the agreement from December 31, 2024 through April 30, 2025. This will cover the services needed to maintain the Day Center until that time.

WHEREAS, after December 31, 2024, Seven Thousand Dollars and 0/100 (\$7,000.00) per month through April 30, 2025 – for a total of \$28,000 will be allocated to Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the initial Agreement as follows:

As to paragraph A., Period of Performance from January 1, 2023, to December 31, 2024, to December 20, 2023 to April 30, 2025. The Amount of the Award will be allocated from the First Amendment amount of \$778,437.37 to \$477,861.28. This will leave \$124,000 left to utilize through April 30, 2025.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

CATHOLIC CHARITIES BY:

Doug Diny, Mayor

Roberto Partarrieu, Executive Director

Kaitlyn A. Bernarde, Clerk

Shannon Graff

From: Shannon Graff
Sent: Tuesday, October 1, 2024 6:46 PM
To: [REDACTED]
Subject: Re: [EXTERNAL] Re: information request

Hi [REDACTED]

I very much appreciate your honest and quick response. This information is extremely helpful! If you ever notice anything concerning, please do not hesitate to reach out to myself or my manager Tammy Stratz at Tammy.Stratz@wausauwi.gov.

Thank you again!

Shannon Graff

Community Development Specialist

From: [REDACTED] <[REDACTED]@changewithin.net>

Sent: Tuesday, October 1, 2024 4:36:35 PM

To: Shannon Graff <Shannon.Graff@wausauwi.gov>

Subject: [EXTERNAL] Re: information request

Hello Shannon –

Thank you for your patience as I have worked to get back to you. I have been overseeing CW Solutions staff outreach at Catholic Charities, and while we have not been offering any specific services at the Day Center, I am happy to attempt to answer your questions as best as I can.

Please see my responses below in red.

- **When did you start offering services at Catholic Charities?**

CW Solutions has never directly offered services at Catholic Charities, rather, we have engaged Catholic Charities day programming residents in conversations regarding resources and supported in navigating local programmatic offerings. CWS has been meeting with Catholic Charities Day Center residents since August 2024.

- **How frequently do you provide services at the Day Center and/or Warming Center?**

CWS meets with Day Center residents for 1 hour, twice a month.

- **What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Ctr?**

CWS is not offering any specific programs to residents at the Day Center. CWS staff meet one-on-one and in small groups with Day Center residents to discuss resources and local programmatic offerings.

- **Approximately how many individuals have you assisted through your services?**

CWS has met with approximately 15-20 Day Center residents total since August 2024.

- **Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?**

CWS has encountered as many as 7-10 residents utilizing the center at once, and as few as 0. CWS usually encounters 2-3 residents utilizing the center during their outreach hours, and also has observed at times that the center is closed during their posted regular open hours due to staffing issues.

- **Do you continue to follow up with clients after they have used your services? If not, can you share why?**

CWS attempts to reach out to Day Center residents following touch points at the Day Center, however if CWS is not already working with these residents through CWS programming, it is challenging to reach residents due to the lack of a consistent communication method, mental health barriers, and unpredictability related to justice involvement.

- **Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?**

CWS does not track this data specific to their work at the Day Center.

- **Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?**
 - CWS has not collaborated with other agencies in any official capacity to provide services at the Catholic
- **Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?**
 - Overall, the services offered at the Day Center have struggled to find their footing due to a lack of consistent leadership and a clear direction. Communication with Day Center leadership regarding CW Solutions role as a community partner has been challenging, often roadblocked by a lack of timely responses and repeated misunderstandings of CWS' role at the Day Center. Suggestions for improvement include consistent leadership and the communication of a clear vision for programming at the Day Center, including Catholic Charities' vision for how they would like community partners to engage with their programming.

"

Program Supervisor | CW Solutions

[REDACTED], **APSW** (*she/her*)

[REDACTED]



For more information about our agency, our partnerships and our programming, please go to www.changewithin.net.

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From: Information <info@changewithin.net> **Sent:**

Thursday, September 26, 2024 9:12 PM

To: Shannon Graff <Shannon.Graff@wausauwi.gov>

Cc: [REDACTED]@changewithin.net; [REDACTED]@changewithin.net; [REDACTED]@changewithin.net; [REDACTED]@changewithin.net;

[REDACTED]: Re: information request

Hi Shannon,

I have forwarded this request to [REDACTED] who are our leadership team members that may be able to answer some of your questions. Please note that we are in the midst of a 9-county program start-up and our leadership team is heavily involved with the start up with full services starting on Monday (we have started some services the last two weeks), so I cannot assure you that they will have capacity to respond to you on Friday. I have them cc'd in this email so you have their contact emails.

[REDACTED], President

From: Shannon Graff <Shannon.Graff@wausauwi.gov>

Date: Thursday, September 26, 2024 at 6:44 PM

To: Information <info@changewithin.net>

Subject: information request

Hello,

I'm not sure if the number that's listed on the CW Solutions website is for the Wausau location and it's after hours anyway, so I'm reaching out this way instead. I would like to speak to the Manager of the Wausau office regarding programming that was, or is, being provided at Catholic Charities in Wausau. It's urgent that I speak to someone as soon as possible regarding this as HUD is requesting information.

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?
- Do you continue to follow up with clients after they have used your services? If not, can you share why that might be?
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!



Shannon Graff

Community Development Specialist
HUD Certified Housing Counselor

P: 715-261-6679 | F: 715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov

www.wausauwi.gov

Shannon Graff

From: Shannon Graff
Sent: Tuesday, October 1, 2024 12:18 PM
To: empower.recovery123@gmail.com
Cc: Tammy Stratz
Subject: RE: Information Request: Catholic Charities Day Center Services

Thank you for your reply, [REDACTED] I'm sure you're very busy so I appreciate you taking the time to answer my questions
Is Empower Recovery a non-profit agency, by chance?

Shannon Graff | City of Wausau
Community Development Specialist
HUD Certified Housing Counselor
407 Grant St. Wausau, WI 54403
P: 715-261-6679 | F: 715-261-0374
shannon.graff@wausauwi.gov

From: empower.recovery123@gmail.com <empower.recovery123@gmail.com>
Sent: Tuesday, October 1, 2024 12:00 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [EXTERNAL] RE: Information Request: Catholic Charities Day Center Services

Hello Shannon,
Thank you for reaching out. I would be happy to help:

- **When did you start offering services at Catholic Charities?** *March 1, 2024*
- **How frequently do you provide services at the Day Center and/or Warming Center?**
Every week we stop there on Tuesday from 11am-1pm and then once per weekend (either Friday or Saturday).
- **What specific programs or assistance do you offer or recommend to clients at the Day and/or Warming Center**
We treat addiction to opioids, methamphetamine, and cocaine, alongside mental health conditions like depression, anxiety, and PTSD. Our services include individual, group, and family counseling, as well as Medication-Assisted Treatment (MAT) for opioid addiction. We take a holistic, dual-diagnosis approach, addressing both substance use and mental health issues to support long-term recovery.
- **Approximately how many individuals have you assisted through your services?**
Sadly, not many, probably less than three since March 1, 2024. The population of clients at the day center are in need of technology to use our program (we are telehealth) and so that can be a big burden for them. We do take state insurance, but do not have a grants/donation program for people without insurance, and so that is another hurdle. However, several community members go to the day center location weekly to see us. So, while we do not directly service the day center clients, we are helping to support the community through Catholic Charities parking lot.
- **Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?**
I do not know, we use their parking lot.
- **Do you continue to follow up with clients after they have used your services? If not, can you share why that is**
Opioid addiction is a lifelong disorder. Therefore, our program doesn't have any "ending" points. Patients use our services for as long as they need or want to. Once they leave our program, we currently do not follow up with them.
- **Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?**
No, but we are not fit to answer this question, because we have such little interaction with the clients.
- **Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?**
Yes, we currently partner with Church Health Services, Covenant Presbyterian Church, Faith Community Church, First Congregational United Church of Christ, Lighthouse Baptist Church, Monroe Bible Church, New Beginnings Alliance Church, One Big Tent, Piggly Wiggly- Dodgeville location, Rock Vally Community Program, St. Vincent De Paul-Wisconsin Dells location, Trigs Grocery Store – Rhinelander location, Zion Community Church. We have been partners with these organizations for this year (our business opened its door Jan 2, 2024).

- **Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?**

I couldn't say, but I wish there could be more case help or assistance for people who need to be seen for addiction and mental health. We know the population could benefit greatly from this, but we need help to overcome some of the obstacles.

Thank you so much for reaching out, and feel free to call or email anytime. My direct line is [REDACTED].

Best,
Dr. [REDACTED]
COO/Service Director Empower Recovery
www.EmpowerMyRecovery.com

From: Front Desk <info@empowermyrecovery.com>
Sent: Monday, September 30, 2024 11:07 AM
To: empower.recovery123@gmail.com
Subject: Fwd: Information Request: Catholic Charities Day Center Services

Hello, forwarding this email to you, Thank you.

----- Forwarded message -----

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Date: Mon, Sep 30, 2024 at 9:08 AM
Subject: Information Request: Catholic Charities Day Center Services
To: info@empowermyrecovery.com

Hello,

I am gathering information about the Day and Night Services provided by Catholic Charities in Wausau. They mentioned that you have been, or are currently, a partner offering services at the Day Center. Since Catholic Charities is receiving federal funding from the City of Wausau, we are required to collect data for reporting purposes. I would appreciate your help by answering the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?
- Do you continue to follow up with clients after they have used your services? If not, can you share why that is?
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions so I can add them to our report. Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!

Regards,
Shannon



Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P:715-261-6679 | F:715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov
www.wausauwi.gov

Shannon Graff

From: [REDACTED]@judicare.org>
Sent: Thursday, October 3, 2024 11:56 AM
To: Shannon Graff; Beth Ann Richlen
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Information Request

Correct on both counts.

[REDACTED]
[REDACTED]
Advocacy & Legal Services Director

Judicare Legal Aid

401 N. Fifth Street, Suite 200 | P.O. Box 6100
Wausau, WI 54402-6100 | Fax: (715) 841-1010
Main Office: (715) 842-1681 | [REDACTED]



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From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Thursday, October 3, 2024 11:51 AM
To: [REDACTED]@judicare.org>; [REDACTED]@judicare.org>
Subject: RE: [EXTERNAL] RE: Information Request

Hi [REDACTED],

This information is helpful. Basically, if I understand what you're saying it was not Catholic Charities who requested the legal clinic at their Day or Night Center, it was CPC and Catholic Charities will simply refer guests to you when your legal clinic is there. Is that a correct summation of the situation?

Additionally, if I understand correctly, Judicare does not record whether any guests who request Judicare services were referred specifically by Catholic Charities Day/Night Center.

Please correct me if I've misunderstood. If you do not have numbers specific to Catholic Charities, I do not need you to provide any further information to me.

Thank you so much for taking the time to respond to me.

Shannon Graff

Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679 | F: 715-261-0374
407 Grant St. Wausau, WI 54403
shannon.graff@wausauwi.gov

From: [REDACTED]@judicare.org>
Sent: Thursday, October 3, 2024 9:33 AM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>; [REDACTED]@judicare.org>
Subject: [EXTERNAL] RE: Information Request

Good morning, Shannon! We've been struggling with how to answer your inquiries. I'm afraid we do not have answers to most of your questions.

Judicare provides a legal clinic at the CPC several times a month. In that capacity, we give and receive referrals to the Day and Night Services. We do not provide services within the Day and Night space itself, but the legal clinic is located in the same campus. We generally do not ask or track who referred people to our clinics. We give free legal information to the general public, including people referred by Catholic Charities to our legal clinic. If we believe they would qualify for and would benefit from further legal services, we may take those referred individuals on as clients. If we do not process applications from the referred individuals, we do not provide continuing services. This is to be in compliance with our funding requirements and our ethical obligations to run potential conflicts of interest through our intake system.

I can pull the numbers of people that we see at our clinics if those metrics would help you. But, the numbers would not be specific to the Catholic Charities programs.

Sorry we couldn't be of more assistance.

Respectfully,

[REDACTED]
[REDACTED]
Advocacy & Legal Services Director

Judicare Legal Aid

401 N. Fifth Street, Suite 200 | P.O. Box 6100

Wausau, WI 54402-6100 | Fax: (715) 841-1010

Main Office: (715) 842-1681 | Text: [REDACTED]



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From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Wednesday, October 2, 2024 4:54 PM
To: Judicare Info <info@judicare.org>; [REDACTED]@judicare.org>; [REDACTED]@judicare.org>
Subject: RE: Information Request
Importance: High

Good Afternoon,
I wanted to follow up on my earlier request for information. We have a meeting with several staff members on Friday morning to review the input gathered from collaborative partners, and it's important that your feedback is included in the report.

I understand you're likely very busy, but with upcoming committee/council meetings related to this funding, it's crucial we have the necessary information in time.

Your prompt response would be greatly appreciated.

Thank you!

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
407 Grant St. Wausau, WI 54403
P: 715-261-6679 | F: 715-261-0374
shannon.graff@wausauwi.gov

From: Shannon Graff
Sent: Thursday, September 26, 2024 6:50 PM
To: 'info@judicare.org' <info@judicare.org>; [REDACTED]@judicare.org>; [REDACTED]
[REDACTED]@judicare.org>
Subject: Information Request

Hello,
I am gathering some information regarding the Day and Night Services being offered by Catholic Charities. They indicated that you have been a partner of theirs in the Day Center. HUD is requesting additional information from current and former collaborative partners and I'm hoping you can help me out by answering the following questions:

- When did you start providing services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?
- Do you continue to follow up with clients after they have used your services? If not, can you share why that might be?
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?
- Overall, how would you evaluate the services provided at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions. Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!



Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P:715-261-6679 | F:715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov
www.wausauwi.gov

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Shannon Graff

From: McLit Marathon County Literacy Council, Inc. <mclitofwausau@gmail.com>
Sent: Wednesday, October 2, 2024 4:43 PM
To: Shannon Graff
Subject: [EXTERNAL] Re: Information Request

I am gathering some information regarding the Day and Night Services being offered by Catholic Charities. They indicated that you have been a partner of theirs in the Day Center. HUD is requesting additional information from current and former collaborative partners and I'm hoping you can help me out by answering the following questions:

- When did you start offering services at Catholic Charities? 2019 with helping preparing and serving dinners
- How frequently do you provide services at the Day Center and/or Warming Center? We have not worked with either center since March 2024
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center? We were working with clients to read, do word puzzles, fill out forms, and do educational things while sitting around. Clients did not want our assistance and we were not well supported by the day manager. We had volunteers go to Catholic Charities, and try to find materials to work with. Our volunteers did not feel as if they were doing anything worth while so they stopped going there.
- Approximately how many individuals have you assisted through your services? Varies each year. for 2023 I would say about 10
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals? I am not the best to answer this question. We were only Tues. and Thursdays afternoons, and the weather has a big play in that number. While there we would see anywhere from only 2 to sometimes 10 or more. What they were doing is questionable. The ones we helped sometimes were looking but most of the time keeping themselves busy.
- Do you continue to follow up with clients after they have used your services? If not, can you share why that might be? The people we helped did not come over to continue services. They were doing it to stay inside. They did not want all our help.
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services? From our non-profit, we have had numerous stories of success. Students at Catholic Charities were not on our rosters and we are unsure what happened to them because they did not come to us for follow-through.
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together? Open Door, FSET, WIOA, NTC, Tracy and Parole officers, Churches, ECDC, New Beginnings, Dairy Farms, Abbotsford Center, Joesph Project, Jail and DA, Salvation Army, WATEA, Wisconsin Literacy, and any organization that can use our type of help. We can help people to read, find housing and phones, transportation leads, learn to read and write, learn English, helping students in school.
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement? I have not been there recently so I do not know what is going on right now. I do not know the answer to that question.

 Executive Director

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Thursday, September 26, 2024 6:46 PM
To: [REDACTED] <mclitofwausau@gmail.com>
Subject: Information Request

Hi [REDACTED],

I am gathering some information regarding the Day and Night Services being offered by Catholic Charities. They indicated that you have been a partner of theirs in the Day Center. HUD is requesting additional information from current and former collaborative partners and I'm hoping you can help me out by answering the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?
- Do you continue to follow up with clients after they have used your services? If not, can you share why that might be?
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!



Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679 | F: 715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov
www.wausauwi.gov

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From: [REDACTED]
To: [REDACTED]; [Shannon Graff](#)
Subject: RE: Information Request
Date: Monday, September 30, 2024 10:30:11 AM
Attachments: [image004.png](#)
[image005.png](#)

Thanks [REDACTED]!

Shannon – [REDACTED] is correct in that we don't provide any services to the day center beyond [REDACTED] stopping over there a few times the past few months. The previous ED [REDACTED], and I connected back in the spring about the possibility of coming to the day center. The only thing we really could provide was information about our Getting Ahead program which [REDACTED] did.

Hope this helps,

[REDACTED]

[REDACTED]

Executive Director

Society of St. Vincent de Paul
Cabrini Conference
131 W. Thomas St
Wausau, WI 54401

Ph: [REDACTED]

From: [REDACTED]@svdpwausau.org>
Sent: Monday, September 30, 2024 10:20 AM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Cc: [REDACTED]@svdpwausau.org>
Subject: RE: Information Request

Hi Shannon,

I do not believe so, but I've cc-ed in our Director [REDACTED] to confirm that SVdP was not providing day services. [REDACTED], can you confirm whether SVdP was providing any day services at Catholic Charities day shelter? Getting Ahead was not.

Thank you!

[REDACTED]

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Monday, September 30, 2024 9:34 AM
To: [REDACTED] <[\[REDACTED\]@svdpwausau.org](mailto:[REDACTED]@svdpwausau.org)>
Subject: RE: Information Request

Hi [REDACTED],

Thank you for the information. Do you know if anyone else from St. Vincent would go to the Day Center to provide any services?

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] <[\[REDACTED\]@svdpwausau.org](mailto:[REDACTED]@svdpwausau.org)>
Sent: Friday, September 27, 2024 6:35 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [EXTERNAL] Re: Information Request

Hi Shannon,

We have not provided day services. I've stopped over there a few times to make announcements about Getting Ahead but we do not have ongoing services there right now. Thanks for checking though!

Have a great weekend!

[REDACTED]

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Friday, September 27, 2024 4:06 PM
To: [REDACTED] <[\[REDACTED\]@svdpwausau.org](mailto:[REDACTED]@svdpwausau.org)>
Subject: Information Request

Hi [REDACTED],

I am gathering information regarding the Day and Night Services being offered by Catholic Charities. They indicated that St. Vincent de Paul is currently or has been a partner of theirs in the Day Center Services provided. HUD is requesting data on the services provided, their

outcomes, numbers assisted and other insight from current and former collaborative partners to evaluate the program's effectiveness to our community.

I'm not sure you're the correct person to direct this to because I'm unsure what specific services were or are being provided by St. Vincent de Paul but if it's not you, hopefully you can direct this to the appropriate person to assist in providing answers to the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What specific programs or assistance are you offering or recommending to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, how many people regularly attend the Day Center? What is the average number of clients utilizing the center for at least half a day to seek help with housing or other goals?
- Do you continue to follow up with clients after they have used your services? If not, can you share why that might be?
- Are you aware of any clients who have exited homelessness or achieved other goals after receiving your services?
- Have you collaborated with other agencies to provide comprehensive services to individuals? If so, which agencies have you partnered with, and how have you worked together?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!
Shannon



Shannon Graff

Community Development Specialist
HUD Certified Housing Counselor

715-261-6679
715-261-0374
shannon.graff@wausauwi.gov

407 Grant St | Wausau, WI 54403
www.wausauwi.gov

From: [REDACTED]
To: [Shannon Graff](#); [Tammy Stratz](#)
Cc: [REDACTED]
Subject: [EXTERNAL] Your email dated Sept 23, 2024 - Quarterly report
Date: Thursday, September 26, 2024 2:26:48 PM
Attachments: [image001.png](#)

Hello Shannon,

[REDACTED] will address the financial reporting and I will address your concerns regarding Catholic Charities operations, both the Night Good Sheperd Shelter and the Day Shelter.

The Good Sheperd Shelter (night) has been operating properly, as designed 7 days a week, 365 days a year. It is fully staffed with minimal staff turnover (a total of 8 staff members). It opens at 7 PM and closes at 8 AM. It has a maximum capacity of 30 individuals that can be increased to 40 during emergency weather conditions.

- The Shelter provides a warm place to sleep at night (in the winter) and we provide dinner and breakfast for every guest. In addition, guests can shower and do their laundry.
- The total number (May 2023 through October 2023 & May 2024 through June 2024) of unduplicated individuals who have been sheltered at night is 265.
- When at full capacity and there is a weather emergency, we partner with other agencies to shelter the overflow (during 2023-2024 with Community On-call). When there is no weather emergency, unfortunately, we do have to turn them away as we simply do not have the capacity to shelter all.

Day services: As you know, we took over the day services from Open Door in January of 2024. Since January, we have served 155 unduplicated guests, for 1,251 visits. Of those 155 guests, 57 of them exclusively used day services and not night services. We had a total of 3 staff members working the operation including the Regional Director who provided support and guidance. Our concern was always finding the right staff and as we discussed, be able to work with other agencies to have them provide their services to the guests, in addition to the services that Catholic Charities St. Lawrence Services provides. The program was running well until July, when unfortunately [REDACTED] (the coordinator) had to ask for leave of absence (only recently presented his resignation) due to family reasons. In addition, in late August, [REDACTED] (Regional Director) resigned due to a disagreement with our non – discrimination policies regarding providing services to LGBTQ individuals. Other staff members who work during the day (St. Lawrence staff, the night shelter coordinator, and others) have stepped in to assist the day shelter. Only on Monday this week we had to close as 3 of our staff members were sick. Regarding other agencies. [REDACTED] was instrumental in working with guests to encourage them to work with other agencies as they did not take the initiative themselves, which shows the importance of having a guide that works with them. It is for this reason, and our inability to find the right staffing for the day services, which also has to do with long-term financial sustainability, that we are seriously considering terminating the program as of November 1st,

2024.

Agencies that continue to work with us are:

CW Solutions: They visit us every other Monday afternoon and offer a variety of programs. Key services include assistance with Coordinated Entry, their RHEP program for homeless youth (ages 18-24), the PATHS program utilizing Housing First and Rapid Re-Housing models for emerging adults (ages 17-21) who have experienced child welfare involvement, and the FSET program, which provides support for accessing food assistance (SNAP EBT).

Tracy Reiger, Wausau Police Department: Tracy meets with clients every Wednesday afternoon, offering support in case management. She assists with obtaining social security cards, IDs, birth certificates, finding landlords, and applying for housing.

CC St. Lawrence services: Daily providing financial assistance, education and placing individuals and families into housing. In 2024 our St. Lawrence case manager working with Tracy and others have placed approx. 30 individuals into permanent housing. They are currently working in teams of 4 to 6 people per client to wrap around services and have long term success (remain housed and keep a job)

Past Partners:

- **Mclit:** Assisted clients with paperwork related to jobs, SSI/SSDI, housing, and other necessary documents.
- **Judicare:** Provided free legal services.

A way forward: We are currently interviewing for the Regional manager position. We will carefully look at each applicant (we have a few), since we know the problems created by the instability. Unlike the perception, the issue has not been “management from La Crosse”. Any organization that operates in Silos is destined to fail. We all benefit when communication is fluid and we all work together as a team, especially in the field of social services.

If you have any questions, please let me know,

Thanks,


Executive Director

Catholic Charities

3710 East Avenue South

La Crosse, WI 54602-0266

T: 

Shannon Graff

From: [REDACTED]@statecollegeofbeauty.com>
Sent: Wednesday, October 2, 2024 5:14 PM
To: Shannon Graff
Subject: [EXTERNAL] RE: Information Request: Catholic Charities Day Center Services

I am so sorry that this has taken me so long to get back to you. I am the new owner and, even though I have seen this charity in action here, I was not aware that it was your charity. I have spoken with my staff to make sure that I am reporting the correct information. I will answer these questions to the best of my ability. Thank you for reaching out to me a second time.

- I believe that we have been doing this program with you for about a year. Possibly a little longer.
- We see clients from the center occasionally and it is sporadic from month to month how many there might be.
- Because I am a new owner of the college, I don't have the numbers for this.
- I am not sure at this time
- Any time we see somebody from the center, they are here for a service.
- I really wish I could give you more information, however, I am going to need more time to give you a better answer. I will respond again when you reach out to me in the future probably with more experience at that time with your program.

[REDACTED], CEO
State College of Beauty Culture
office [REDACTED]
Cell: [REDACTED]

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Wednesday, October 2, 2024 4:53 PM
To: info <info@statecollegeofbeauty.com>
Subject: RE: Information Request: Catholic Charities Day Center Services

Importance: High

Good Afternoon,

I wanted to follow up on my earlier request for information. We have a meeting with several staff members on Friday morning to review the input gathered from collaborative partners, and it's important that your feedback is included in the report.

I understand you're likely very busy, but with upcoming committee/council meetings related to this funding, it's crucial we have the necessary information in time.

Your prompt response would be greatly appreciated.

Thank you!

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor P:
715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov A:
407 Grant St. Wausau, WI 54403

From: Shannon Graff
Sent: Monday, September 30, 2024 9:27 AM
To: info@statecollegeofbeauty.com
Subject: Information Request: Catholic Charities Day Center Services
Importance: High

Hello,

I am gathering information about the Day and Night Services provided by Catholic Charities in Wausau. They mentioned that you have been, or are currently, a partner offering services at the Day Center. Since Catholic Charities is receiving federal funding from the City of Wausau, we are required to collect data for reporting purposes. I would appreciate your help by answering the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What services do you offer to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, what is the average number of clients you have observed using the Day Center while you were providing services, regardless of whether they were utilizing your specific services?
- Based on your experience, are the individuals you've observed at the Day Center actively seeking services, or what activities are they typically engaged in while there?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions so I can add them to our report.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!

Regards,
Shannon



Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679 | F: 715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov
www.wausauwi.gov

=====

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Shannon Graff

From: [REDACTED]@thrive715.com>
Sent: Monday, October 14, 2024 10:04 AM
To: Shannon Graff
Subject: [EXTERNAL] Re: Information Request: Catholic Charities Day Center Services
Importance: High

Hi Shannon,

Thrive Church does not offer services at Catholic Charities.



On Oct 2, 2024, at 1:07 PM, Shannon Graff <Shannon.Graff@wausauwi.gov> wrote:

Hello,

I am gathering information about the Day and Night Services provided by Catholic Charities in Wausau. They mentioned that you have been, or are currently, a partner offering services at the Day Center. Since Catholic Charities is receiving federal funding from the City of Wausau, we are required to collect data for reporting purposes. I would appreciate your help by answering the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What services do you offer to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, what is the average number of clients you have observed using the Day Center while you were providing services, regardless of whether they were utilizing your specific services?
- Based on your experience, are the individuals you've observed at the Day Center actively seeking services, or what activities are they typically engaged in while there?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions so I can add them to our report.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!

Regards,
Shannon

Shannon Graff

From: Shannon Graff
Sent: Wednesday, October 2, 2024 4:58 PM
To: info@thrive715.com
Subject: Information Request: Catholic Charities Day Center Services
Importance: High
Follow Up Flag: Follow up
Due By: Friday, October 4, 2024 8:00 AM
Flag Status: Flagged

Hello,

I am gathering information about the Day and Night Services provided by Catholic Charities in Wausau. They mentioned that you have been, or are currently, a partner offering services at the Day Center. Since Catholic Charities is receiving federal funding from the City of Wausau, we are required to collect data for reporting purposes. I would appreciate your help by answering the following questions:

- When did you start offering services at Catholic Charities?
- How frequently do you provide services at the Day Center and/or Warming Center?
- What services do you offer to clients at the Day and/or Warming Center?
- Approximately how many individuals have you assisted through your services?
- Based on your experience, what is the average number of clients you have observed using the Day Center while you were providing services, regardless of whether they were utilizing your specific services?
- Based on your experience, are the individuals you've observed at the Day Center actively seeking services, or what activities are they typically engaged in while there?
- Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions so I can add them to our report.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!

Regards,
Shannon



Shannon Graff

Community Development Specialist
HUD Certified Housing Counselor

P: 715-261-6679 | F: 715-261-0374
A: 407 Grant St | Wausau, WI 54403
shannon.graff@wausauwi.gov

www.wausauwi.gov

=====
Statement of Confidentiality

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From: [Shannon Graff](#)
To: [REDACTED]
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center
Date: Wednesday, October 16, 2024 5:48:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi [REDACTED],

Quite alright! I just wanted to confirm. As an FYI, Bronson is no longer there. They just hired a new Regional Director who will start on 10/21. His name is Gary Veltus. I do not have his contact information, however.

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] [REDACTED]@womenscommunity.org>
Sent: Wednesday, October 16, 2024 4:42 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

I am sure that is who she meant. Sorry. She was in a meeting and couldn't recall.

[REDACTED]
[REDACTED]
She/Her/Hers
The Women's Community
3200 Hilltop Ave.
Wausau, WI 54401-4026
Phone: 715-842-5663
www.womenscommunity.org
www.facebook.com/womenscommunity



THE WOMEN'S COMMUNITY
A SAFE PLACE: SERVICES FOR
VICTIMS OF ALL GENDERS & AGES



From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Wednesday, October 16, 2024 4:28 PM
To: [REDACTED] [REDACTED]@womenscommunity.org>
Subject: Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi [REDACTED],

Thank you for this information.

Who is Bryon or Bryce? Did she mean Bronson?

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] [REDACTED]@womenscommunity.org>
Sent: Wednesday, October 16, 2024 3:43 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi Shannon,

This is what Tiffany had to say after I forwarded your email.

The plan was that Brenda and I would sit with Tracy from WPD to provide resources (**Brenda is another advocate here**). I was unable to make any of the dates due to the time slot Tracy is there. Brenda was able to but it seems Tracy does appointments more than walk in information. When I spoke to Bryon or Bryce about setting a resource table up he said he had reached out via email.. I told him I never got it... I have gone there and waited and had no luck speaking with him. Catholic Charities does not attend any of the housing task force meetings which is a a-shame because their input would help a lot.

Please let me know if you want future information.

[REDACTED]

[REDACTED]

She/Her/Hers
The Women's Community
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Wausau, WI 54401-4026
Phone: 715-842-5663
www.womenscommunity.org
www.facebook.com/womenscommunity



THE WOMEN'S COMMUNITY
A SAFE PLACE: SERVICES FOR
VICTIMS OF ALL GENDERS & AGES



From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Wednesday, October 16, 2024 9:46 AM
To: [REDACTED] [REDACTED]@womenscommunity.org>
Subject: Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi [REDACTED],

That would be okay, however, we have a committee meeting on Monday and we would like to have all input gathered and combined so we can present it to the committee to assist in considering an extension of their ARPA funds. If you're able to provide any information prior to then, I would greatly appreciate it, but if you cannot, I completely understand.

Thank you!

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679 | F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] [REDACTED]@womenscommunity.org>
Sent: Wednesday, October 16, 2024 9:36 AM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi Shannon,

I forgot that [REDACTED] is at a conference. Can I get back to you Monday after I am able to connect with her?

[REDACTED]
[REDACTED]
She/Her/Hers
The Women's Community
3200 Hilltop Ave.
Wausau, WI 54401-4026
Phone: 715-842-5663
www.womenscommunity.org
www.facebook.com/womenscommunity



From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Tuesday, October 15, 2024 12:59 PM
To: [REDACTED] [REDACTED]@womenscommunity.org>
Subject: Re: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi [REDACTED]
I hope all is well. I appreciate you looking into this further for me.

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679 | F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] [REDACTED]@womenscommunity.org>

Sent: Tuesday, October 15, 2024 12:57 PM

To: Shannon Graff <Shannon.Graff@wausauwi.gov>

Subject: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Hi Shannon,

I'm tending to a family member today so not in office. Tiffany has the most information about partnership with Catholic Charities.

I'll talk with her tomorrow and one of us will get back to you.

[REDACTED]
[REDACTED]
She/her/hers

3200 Hilltop Ave

Wausau WI 54401

Work:715-842-5663

On Oct 15, 2024, at 12:54 PM, Shannon Graff <Shannon.Graff@wausauwi.gov> wrote:

Hi [REDACTED],

Catholic Charities mentioned in a recent report that they've been collaborating with The Women's Community, and it seems you may be providing services to guests at their Day/Night shelter. I'm hoping to gather some information about the services The Women's Community is offering there, as well as your experience working in that setting.

Could you share what types of services you're currently providing to the shelter guests and whether you're seeing a significant number of people utilizing the shelter space? Are many guests approaching your staff to request services? When you visit the Day Center, how many people have you typically observed using the space (even if they're not directly receiving services from your team)?

Additionally, how has communication with the Catholic Charities staff been? Do you feel their expectations for your role in providing services are clear? Have you encountered any challenges or difficulties working with them?

I hope this helps clarify what I'm looking for, and I appreciate your time in sharing your insights.

Best regards,

Shannon Graff

Community Development Specialist

HUD Certified Housing Counselor

P: 715-261-6679 | F: 715-261-0374

E: shannon.graff@wausauwi.gov

A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] [REDACTED]@womenscommunity.org>

Sent: Tuesday, October 15, 2024 11:07 AM

To: Shannon Graff <Shannon.Graff@wausauwi.gov>

Subject: [EXTERNAL] RE: Information Request: Catholic Charities Day/Night Center

Good morning,

I am a bit confused by your questions. We are not part of Catholic Charities at all. We are a private non-profit that works with Catholic Charities in various capacities, but all of the questions you asked are not things that we do.

[REDACTED]
She/Her/Hers
The Women's Community
3200 Hilltop Ave.
Wausau, WI 54401-4026
Phone: 715-842-5663
www.womenscommunity.org
www.facebook.com/womenscommunity

From: Shannon Graff <Shannon.Graff@wausauwi.gov>

Sent: Monday, October 14, 2024 10:46 AM

To: [REDACTED] <[\[REDACTED\]@womenscommunity.org](mailto:[REDACTED]@womenscommunity.org)>;

[REDACTED] INFO_EMAIL <info@womenscommunity.org>

Subject: Information Request: Catholic Charities Day/Night Center

Hello,

I am gathering information about the Day and Night Services provided by Catholic Charities in Wausau. They mentioned that you have been, or are currently, a partner offering services at the Day Center. Since Catholic Charities is receiving federal funding from the City of Wausau, we are required to collect data for reporting purposes. I would appreciate your help by answering the following questions:

1. When did you start offering services at Catholic Charities?
2. How frequently do you provide services at the Day Center and/or Warming Center?
3. What services do you offer to clients at the Day and/or Warming Center?
4. Approximately how many individuals have you assisted through your services?
5. Based on your experience, what is the average number of clients you have observed using the Day Center while you were providing services, regardless of whether they were utilizing your specific services?
6. Based on your experience, are the individuals you've observed at the Day Center actively seeking services, or what activities are they typically engaged in while there?
7. Overall, how would you evaluate the services offered at the Day Center? Do you have any thoughts or suggestions for improvement?

Please feel free to contact me via phone if you'd like, however, it would be great to receive a written response to these questions so I can add them to our report.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated!

Regards,
Shannon

Shannon Graff

Community Development Specialist
HUD Certified Housing Counselor

715-261-6679
715-261-0374
shannon.graff@wausauwi.gov

407 Grant St | Wausau, WI 54403
www.wausauwi.gov

Shannon Graff

From: Tammy Stratz
Sent: Monday, March 11, 2024 4:23 PM
To: [REDACTED]; Shannon Graff
Subject: RE: Partition Wall

Hi [REDACTED],

Thank you for asking. Yes, I believe this is a reasonable request. With bigger items, it is requested to document how you found the item you purchased (to document procurement and that you "shopped around" for the best deal). Just keep those shopping items in a file (could be a printout from a store or a website) and then submit the actual invoice to document the purchase.

Thanks again for asking.

*Tammy Stratz
Community Development
City of Wausau
407 Grant Street
Wausau, WI 54403
715-261-6682
715-261-4192 (fax)*



From: [REDACTED] <[REDACTED]@cclse.org>
Sent: Monday, March 11, 2024 4:15 PM
To: Shannon Graff <Shannon.Graff@ci.wausau.wi.us>; Tammy Stratz <Tammy.Stratz@ci.wausau.wi.us>
Subject: [EXTERNAL] Partition Wall

Hello Shannon and Tammy,

We are looking to purchase Partition walls that will cost about \$1,500-\$2,200. They will be used for to section off the Day Services from the Sleep Room and post things on it for the Day services. Would this be a reimbursable expense for the ARPA Day Services?

T [REDACTED], CPA
Finance Director

T: [REDACTED]
[REDACTED]



www.cclse.org

3710 East Avenue South
La Crosse, WI 54601
Mailing: PO Box 266
La Crosse, WI 54602

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Shannon Graff

From: Shannon Graff
Sent: Wednesday, October 2, 2024 4:42 PM
To: [REDACTED]
Cc: Tammy Stratz
Subject: RE: [EXTERNAL] Subrecipient Quarterly Performance Report

Follow Up Flag: Follow up
Due By: Friday, October 4, 2024 8:00 AM
Flag Status: Flagged

Hello,

As a follow up to your email, I think it's easier that I respond separately rather than adding answers to the bulleted list below.

- ◆ As far as the numbers reported – I discussed this with Tammy to ensure my thought process is accurate. The Night Shelter and Day Center are two separate activities so, if an unduplicated client used the Day Center and then they also use the Night Shelter – they can be, and should be, counted twice. This is why I said perhaps two reports would be easier so the funding/expenses for the two activities are separated as well as the client count. That being said, I wonder if there will need to be adjustments to your numbers?
- ◆ Question on purchases over \$500 – are you currently using the wall partitions?
- ◆ When reporting to us, we want to see where you are specifically allocating and expending the ARPA funds and only the Unspent portion of ARPA in their respective columns. However, in discussing with Tammy, she also likes having a column that allows the entry of the total operating budget for an activity. If you want, you can provide me with the ARPA allocations, and I can add it to the report and send you a revised copy.
- ◆ As far as the amount expended to date, you are correct, I was using all invoices I have. However, I went back to our financial system to pull a report of what we paid from May 2023 through June 2024 and the result is posted in the table below which is still different than what you're showing. Please let me know if you see something incorrect here.

Date	Supplier	Memo	Amount	Unspent	Award Amt
12/21/23	Catholic Charities	ADDENDUM_Night_052023_Initial_Pymt	\$ 15,426.20	\$ 763,011.17	\$778,437.37
12/31/23	Catholic Charities	ADDENDUM_Night_052023_012024	\$ 211,846.19	\$ 551,164.98	
03/28/24	Catholic Charities	ADDENDUM_Day_012024	\$ 4,671.21	\$ 546,493.77	
04/04/24	Catholic Charities	Day_022024	\$ 7,680.97	\$ 538,812.80	
04/25/24	Catholic Charities	Day_032024	\$ 11,436.07	\$ 527,376.73	
04/30/24	Catholic Charities	Day_042024	\$ 8,356.19	\$ 519,020.54	
05/01/24	Catholic Charities	ADDENDUM_Shortage	\$ 56.40	\$ 518,964.14	
05/31/24	Catholic Charities	Day_052024	\$ 13,305.78	\$ 505,658.36	
05/31/24	Catholic Charities	Night_052024	\$ 29,302.66	\$ 476,355.70	
06/30/24	Catholic Charities	Day_062024	\$ 8,435.67	\$ 467,920.03	
TOTAL			\$ 310,517.34		

Please let me know if you'd prefer to have a phone conversation/virtual meeting to discuss this further.

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED]@cclse.org>
Sent: Monday, September 30, 2024 1:17 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>; [REDACTED]@cclse.org>; [REDACTED]@cclse.org>; [REDACTED]@cclse.org>
Cc: Tammy Stratz <Tammy.Stratz@wausauwi.gov>
Subject: [EXTERNAL] RE: Subrecipient Quarterly Performance Report

Hello,

Here is our response point by point. Also, please include [REDACTED] on all emails related to this grant. My responses are in yellow, [REDACTED] is blue.

- The Day Center budget should be \$238,437.37 out of the \$778,437.37.
- The Night Center budget should be \$540,000.00 out of the \$778,437.37.
- The "Allocated" column totals \$836,637.39, but it should not exceed the final award of \$778,437.37.

The budget we have in the report is the budget from the signed contract. We know the budget exceeds the grant award and we know we can only request a total of \$778,437.37 for reimbursement.

- o The "Expended" column shows \$345,243.89, but I have invoices totaling \$357,652.67. This still doesn't match the expended amount in the report.
- o The total expended YTD should be \$357,652.67, leaving a remaining balance of \$420,784.70, which differs from the report's figures.

Please see below snip of your email on 9/23/2024. So, I had adjusted the expended amount for what you have reimbursed. Also, where are you getting the \$357,652.67, we have done a cut-off of 6/30/2024, so any invoices for July or August, should not be included in this report. I also adjusted May 2024 invoice to not include the sales tax.

Hello,

Tammy and I had further discussions regarding the reporting, and we would like to request that, for reporting only, you disregard the initial invoiced amount. Instead, please allocate the \$232,000 we reimbursed to the s were spent. We understand that your accounting records must reflect the details accurately for auditing purp we only require information on how the reimbursed amount was allocated.

- As of 8/31/24, I show \$306,725.95 paid to Catholic Charities, with \$38,517.94 pending, but the report lists only \$251,117.04 reimbursed.

The report covered 1/1/24 – 6/30/24. As of 6/30/24, only \$251,117.04 was reimbursed. We received a payment in July and two in August, but they will be on the next report.

Regarding beneficiaries served, there are some inconsistencies:

- The 1st report (5/1/23–12/31/23) shows 204 people served at the Warming Center.

Correct.

- The 2nd report only covers 5/1/24–6/30/24 (112 served) but doesn't include 1/1/24–4/30/24 data. Is this a misprint?

The ARPA funds are not paying for the night shelter during that time period, therefore we are not reporting those numbers.

- The total for the Night Center across both reports is 316, but the 2nd report states 322.
- The 2nd report shows 265 night guests and 57 day guests, but adding the 1st report's 204 night guests to the 112 from the 2nd report totals 316, not 265.

My explanation in the narrative section, Program Objectives and Measurable Outcomes" breaks this down.

322 is the number of unduplicated guests we served across both the Day Center and the Night Shelter since the beginning of the grant period. 316 is incorrect because some of the people who stayed in shelter 5/1/23 – 10/31/23 (the 204) also stayed in shelter 5/1/24 – 6/1/24 (the 112) the cumulative **unduplicated** guests that stayed in shelter (5/1/23 – 10/31/23 plus 5/1/24 – 6/30/24) is 265.

The Day Center served 155 guests. Of the 155, 98 stayed in shelter during the 5/1/24 – 6/30/24 period so they were already counted. There were 57 people that used the Day Center and did **not** also stay in shelter. $57 + 265 = 322$.

Submitting 2 reports per quarter would lead to more confusion and inflation of the number of guests served as many utilize both the Night Shelter and the Day Center.

Thank you,

[REDACTED]
Finance Department



T: [REDACTED]
[REDACTED]

3710 East Avenue South
La Crosse, WI 54601
Mailing: PO Box 266
La Crosse, WI 54602

From: Shannon Graff <Shannon.Graff@wausauwi.gov>

Sent: Friday, September 27, 2024 4:50 PM

To: [REDACTED]@cclse.org; [REDACTED]@cclse.org; [REDACTED]@cclse.org

Cc: Tammy Stratz <Tammy.Stratz@wausauwi.gov>

Subject: FW: Subrecipient Quarterly Performance Report

Good Evening,

Thank you for submitting the report. I have a few points that need clarification:

The final ARPA Grant Award to Catholic Charities is \$778,437.37, but the report still lists \$546,437.37, which is incorrect.

- The Day Center budget should be \$238,437.37 out of the \$778,437.37.
- The Night Center budget should be \$540,000.00 out of the \$778,437.37.
 - The "Allocated" column totals \$836,637.39, but it should not exceed the final award of \$778,437.37.
 - The "Expended" column shows \$345,243.89, but I have invoices totaling \$357,652.67. This still doesn't match the expended amount in the report.
 - The total expended YTD should be \$357,652.67, leaving a remaining balance of \$420,784.70, which differs from the report's figures.
 - As of 8/31/24, I show \$306,725.95 paid to Catholic Charities, with \$38,517.94 pending, but the report lists only \$251,117.04 reimbursed.

Regarding beneficiaries served, there are some inconsistencies:

- The 1st report (5/1/23–12/31/23) shows 204 people served at the Warming Center.
- The 2nd report only covers 5/1/24–6/30/24 (112 served) but doesn't include 1/1/24–4/30/24 data. Is this a misprint?
- The total for the Night Center across both reports is 316, but the 2nd report states 322.

- The 2nd report shows 265 night guests and 57 day guests, but adding the 1st report's 204 night guests to the 112 from the 2nd report totals 316, not 265.

I think it would be better to submit separate reports for the Day Center and Night Services to avoid confusion. I added the Word version of the quarterly report template in case that is easier to complete.

I appreciate your help in clarifying these points.

Thank you.

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: Shannon Graff
Sent: Monday, September 23, 2024 4:20 PM
To: [REDACTED]@cclse.org>; [REDACTED]@cclse.org>
Cc: Tammy Stratz <Tammy.Stratz@wausauwi.gov>
Subject: RE: Subrecipient Quarterly Performance Report

Hello,

Tammy and I had further discussions regarding the reporting, and we would like to request that, for reporting purposes to the City of Wausau only, you disregard the initial invoiced amount. Instead, please allocate the \$232,000 we reimbursed to the specific areas where the funds were spent. We understand that your accounting records must reflect the details accurately for auditing purposes; however, for our report, we only require information on how the reimbursed amount was allocated.

Below is a summary of the agreement's evolution and the amounts awarded between the City of Wausau and Catholic Charities:

- **9/27/22:** Initial agreement for \$540,000 for 365-night and day services (ARPA payable for the period 5/1/23 through 10/31/23).
- **12/13/22:** Amendment added \$237,991 for 365 warming center services, bringing the total to \$777,991.
- **3/14/23:** Amendment added \$51,129 for oversight of Open Door, bringing the total to \$829,120, with \$591,129 allocated to Catholic Charities for night services and \$237,991 to Open Door for day services.
- **8/28/23:** ARPA agreement with Open Door terminated; unspent funds of \$187,308.37 were reallocated to Catholic Charities.
- **1/23/24:** Additional \$51,129 allocated to Catholic Charities, resulting in a final grant amount of \$778,437.37.

Information received and recommended reporting approach:

- Invoices received for May 2023 to January 2024 totaled \$271,978.76.
- Agreed reimbursement amount: \$232,000.
- The report submitted reflects a grant award of \$546,437.37.
- Expenses reported totaled \$297,600.
- The report should reflect the most recent grant award of \$778,437.37.
- It should also reflect budgeted expenses for both night and day services totaling \$778,437.37.

- The report should focus on night services provided from May 2023 to December 2023, with a mention of the additional funding for day services, which began in January. The report for January to June 2024 should address both day and night services, distinguishing them in the narrative.

Additionally, I need you to address several concerns regarding the submitted report. We recently presented an Agreement Extension with Catholic Charities to the council for approval, and it was met with significant backlash. Some council members have heard negative feedback from the community regarding the services provided by Catholic Charities, and they are requesting detailed information on both day and night services. Specifically, they are asking for:

- Which partners are involved, how often they come in, and at what times.
- The nature of the assistance provided to clients.
- The number of individuals utilizing these services.
- How many individuals are being turned away and the reasons for this.
- Reasons for staff turnover and the steps being taken to address it.

The council is also concerned about the high turnover rate, which has been attributed to management based in LaCrosse. They are seeking clarification on why this is happening and what actions are being taken to ensure the stability of both staff and services.

Furthermore, Tammy and I recently learned that Bronson resigned several months ago, but we were not informed and only learned of [REDACTED]'s departure when we received an auto reply to an email, stating that he was no longer with Catholic Charities.

We have also received reports that only one individual is employed at the Day Center and that no services are being provided to guests, aside from showing movies. Additionally, if this staff member is unavailable due to illness, the Day Center remains closed.

On a positive note, we have heard that guests who were unable to stay overnight are allowed to come in during the day to sleep, shower, and do laundry, which is commendable. However, we still need a clear understanding of how other guests are being supported and assisted during both day and night services.

An extension of the agreement with Catholic Charities for ARPA funds cannot be granted until solid performance measurements are provided. Therefore, we require detailed performance metrics and specific plans for improvement. Additionally, it is critical to understand how Catholic Charities plans to rebuild trust and confidence within the community, as there is growing concern about the effectiveness of the services being provided to the unhoused population.

Thank you for addressing these concerns promptly.

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: [REDACTED] <[\[REDACTED\]@cclse.org](mailto:[REDACTED]@cclse.org)>
Sent: Monday, September 23, 2024 12:51 PM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [EXTERNAL] RE: Subrecipient Quarterly Performance Report

Expenditure

Rent/Utilities

Allocated

\$38,000.00

This Rent/Utilities is mostly comprised of bills for Allegiance Janitorial, and then smaller purchases of things we coded to repair and maintenance. Given the budget categories available on the report, I thought those were most applicable to that section. \$212.56 was phone bills and \$119.14 was internet. I can assign these to a different category if you'd like.

██████████ is on the phone with you as we speak about the salaries question.

Thanks,

██████████
Finance Department



T: ██████████
██████████

3710 East Avenue South
La Crosse, WI 54601
Mailing: PO Box 266
La Crosse, WI 54602

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Monday, September 23, 2024 11:19 AM
To: ██████████ <██████████@cclse.org>
Subject: RE: Subrecipient Quarterly Performance Report

Also, just to clarify, what period is this first report for? It's only for the Night Services, correct?

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: ██████████ <██████████@cclse.org>
Sent: Monday, September 23, 2024 11:14 AM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: [EXTERNAL] RE: Subrecipient Quarterly Performance Report

Thank you. I see I forgot to sign it. Here it is with a signature.

Thanks,

██████████
Finance Department

T: ██████████
██████████

3710 East Avenue South
La Crosse, WI 54601



Mailing: PO Box 266
La Crosse, WI 54602

From: Shannon Graff <Shannon.Graff@wausauwi.gov>
Sent: Monday, September 23, 2024 11:10 AM
To: [REDACTED] <[\[REDACTED\]@cclse.org](mailto:[REDACTED]@cclse.org)>
Subject: FW: Subrecipient Quarterly Performance Report

Shannon Graff
Community Development Specialist
HUD Certified Housing Counselor
P: 715-261-6679
F: 715-261-0374
E: shannon.graff@wausauwi.gov
A: 407 Grant St. Wausau, WI 54403

From: Laserfiche@co.marathon.wi.us <Laserfiche@co.marathon.wi.us>
Sent: Monday, September 23, 2024 6:42 AM
To: Shannon Graff <Shannon.Graff@wausauwi.gov>
Subject: Subrecipient Quarterly Performance Report

There has been a Subrecipient Quarterly Performance Report submitted

=====

Statement of Confidentiality

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed.
If you are not the intended recipient of this email, any use, dissemination, forwarding, printing, or copying of this email is prohibited. Please notify the sender of this email of the error and delete the email.

Tammy Stratz

From: [REDACTED]@cclse.org>
Sent: Thursday, August 1, 2024 4:12 PM
To: Tammy Stratz
Subject: [EXTERNAL] Extension of ARPA funds

Dear Tammy,

As per our conversation, we are sending this e-mail to request an extension of Wausau City ARPA funds through December of 2025. If funds are nimble, we would recommend shifting approximately \$80,000 from Day Services to Warming Center Services. By doing so, this should allow us to provide day services until April/May of 2025 and Warming Center Services from May 1st 2025 through October 31st of 2025. Thank you for considering this request.

Thanks,

[REDACTED]
Executive Director
Catholic Charities
3710 East Avenue South
La Crosse, WI 54602-0266
T: [REDACTED]





CDBG: Quarterly Subrecipient Report

[General Information](#) |
 [Beneficiary Data](#) |
 [Income Eligibility Limits](#) |
 [Race & Ethnicity Data](#) |
 [Financial Summary](#) |
 [Narrative Summary](#)

Subrecipient Name

Catholic Charities of the Diocese of La Crosse, Inc.

Activity Name

Overnight Shelter and Day Center (Good Shepherd Shelter)

Name of Contact

Nick Harding

Subrecipient Address

Shelter: 360 Grand Ave, Ste 800, Wausau, WI 54403. Office: 3710 East Ave S, La Crosse, WI 54601. Mail: PO Box 266, La Crosse, WI 54602-0266

Phone Number

(608) 519-8012

Email Address *

nharding@cclse.org

Year CDGB Funding Received

2023

This report contains the following:

General Information - Section 504 - Financial Summary - Narrative

Period Covered. This report must be completed following the end of each calendar quarter. Please check the corresponding quarter for which this report covers and submit the completed report to the Department of Community Development.

January 1st – March 31st (Submit By April 20th)

April 1st – June 30th (Submit By July 20th)

July 1st – September 30th (Submit By October 20th)

October 1st – December 31st (Submit By January 20th)

The Subrecipient's authorized official representative certifies that:

1. This report contains all items identified above.
2. To the best of their knowledge and belief, the data in this report is true and correct as of the date in item.

WARNING: Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to the foregoing certification. Title 18 provides, among other things, that whoever, knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Type name and title of authorized official subrecipient representative.

Acknowledgment of Electronic Signature (heading description)

- *I understand and agree that my electronic signature is legally equivalent to my manual/handwritten signature. By signing electronically, I consent to be legally bound by this agreement. I further acknowledge that my electronic signature on this document is as valid as if I had signed it in writing. This consent applies to all forms and future documentation requiring a signature, should I choose to sign electronically.*

Printed Name

Roberto Partarrieu

Title

Executive Director

Signature *

Roberto Partarrieu

Date

09/25/2024

Previous

Next

Beneficiary Data

SECTION 504 REQUIREMENTS

Do you Employ 15+ Employees?

Yes No

Number of Employees

120

Name of Section 504 Coordinator

Toni Zimmerman

Has the Section 504 Coordinator conducted a self-evaluation of compliance with Section 504 regulations?

Yes No

HUD PERFORMANCE OUTCOME METRICS

- In the box below, select whether beneficiaries will be reported as households or individuals. This section must remain consistent across all quarters.

Beneficiary Type

Individuals

BENEFICIARIES ASSISTED IN CURRENT QUARTER

- Total beneficiaries and percentage will be calculated automatically.
- Please **only** record **unduplicated** Wausau and non-Wausau beneficiaries for the reporting quarter in this section.

Total **Unduplicated Wausau** Beneficiaries *

169

Total Unduplicated Non-Wausau Beneficiaries *

0

Total Count of **Unduplicated** Beneficiaries *

169

% of Unduplicated Wausau Beneficiaries *

100

CUMULATIVE TOTAL OF BENEFICIARIES ASSISTED

Total **Ongoing Wausau** Beneficiaries *

322

Total Ongoing Non-Wausau Beneficiaries *

0

Total Count of **Ongoing** Beneficiaries *

322

% of Cumulative Wausau Beneficiaries *

100

Total Ongoing **Disabled** Beneficiaries *

93

Total Ongoing **Female** Head of Household *

91

Income Eligibility Limits

INCOME ELIGIBILITY LIMITS

Income Limits are established by HUD annually. The limits below are effective as of 5/1/24.

% of AMI	Number of Persons Per Household							
	1	2	3	4	5	6	7	8
80% Low	\$53,100	\$60,700	\$68,300	\$75,850	\$81,950	\$88,000	\$94,100	\$100,150
60% Max	\$39,840	\$45,540	\$51,240	\$56,880	\$61,440	\$66,000	\$70,560	\$75,120
50% Very Low	\$33,200	\$37,950	\$42,700	\$47,400	\$51,200	\$55,000	\$58,800	\$62,600
30% Ext Low	\$19,950	\$22,800	\$25,650	\$28,450	\$30,750	\$33,050	\$35,300	\$37,600

BENEFICIARY INCOME DATA

- Record the income levels of the beneficiaries assisted this quarter.
- Total beneficiaries will be calculated automatically. Please ensure current total matches the Total Count of Unduplicated Beneficiaries and cumulative matches Total Count of Ongoing Beneficiaries.

Income Levels	Current Quarter	Cumulative
0-30%	152	295
Income Levels	Current Quarter	Cumulative
31-60%	16	27
Income Levels	Current Quarter	Cumulative
61-80%		
Income Levels	Current Quarter	Cumulative
80%+	1	
Income Levels	Total Current	Total Cumulative
Totals	169	322

Race & Ethnicity Data

BENEFICIARY RACE & ETHNICITY DATA

- Record the race of beneficiaries assisted this quarter and indicate how many in each race identify as Hispanic/Latino.
- Total beneficiaries will be calculated automatically. Please ensure the race totals match the Total Count of Unduplicated Beneficiaries.

Race Refers to physical characteristics, like skin color

Ethnicity is about cultural identity and heritage.

In the 4 fields below, enter the following data:

- Field 1 – Record the Race of beneficiaries assisted during the current quarter.
- Field 2 – Record the Ethnicity of beneficiaries assisted during the current quarter.
- Field 3 – Record the total Race data for all quarters reported within the funded year.
- Field 4 – Record the total Ethnicity data for all quarters reported within the funded year.

Race	Race	Hispanic/Latino	Race	Hispanic/Latino
American Indian/Alaskan Native	9		14	
American Indian/Alaskan Native & White	5		6	
American Indian/Alaskan Native & Black			2	
Asian	13		13	
Asian & White				
Black/African American	14	1	17	2
Black/African American & White	2		2	
Native Hawaiian/Other Pacific Islander	2			
White	119	7	263	14
Other / Multi-Racial	5	1	5	4

TOTAL RACE AND ETHNICITY DATA

Current Race	Current Hispanic/Latino	Cumulative Race	Cumulative Hispanic/Latino
169	9	322	20

HUD PUBLIC SERVICE ACTIVITIES PERFORMANCE INDICATOR

Enter the number of beneficiaries who:

Have NEW access to services

Current Quarter

Cumulative

Enter the number of beneficiaries who:

Have IMPROVED access to service(s)/benefit(s)

Current Quarter

169

Cumulative

322

Enter the number of beneficiaries who:

No longer receive SUBSTANDARD service(s)/benefits(s)

Current Quarter

Cumulative

Total Current

169

Total Cumulative

322

Financial Summary

- To comply with HUD timeliness requirements for CDBG funding, please aim to expend the full awarded amount by mid-October of the funding year.
- If you anticipate being unable to use the funds by this deadline, contact Tammy or Shannon as soon as possible so we can assess the situation and take necessary actions to meet the timeliness requirements.

CDBG BUDGET & EXPENDITURES

- Select the eligible CDBG expenditures that align with the approved expenditures in the organization's Signed Agreement. Report only CDBG-funded expenses.
- Any changes in spending require prior approval from Community Development to avoid unauthorized expenses.

CDBG Award Amount

\$546,437.37

Expenditure	Allocated	Expended	Unspent
Salary/Fringe Benefits	\$539,641.00	\$264,770.96	\$274,870.04
Expenditure	Allocated	Expended	Unspent
Rent/Utilities	\$74,420.00	\$10,733.47	\$63,686.53
Expenditure	Allocated	Expended	Unspent
General Services (training, advertising, etc)	\$81,932.65	\$12,998.69	\$68,933.96
Expenditure	Allocated	Expended	Unspent
Office Supplies (postage, computers, etc.)	\$20,900.00	\$7,866.22	\$13,033.78
Expenditure	Allocated	Expended	Unspent
Equipment (purchase/rental)	\$20,900.00	\$3,942.70	\$16,957.30
Expenditure	Allocated	Expended	Unspent
Other	\$93,843.74	\$44,931.85	\$48,911.89

If Other is selected, Please state what other expenses there are here

Admin Allocation

CDBG FINANCIAL SUMMARY

Answer the following questions as it pertains to the current reporting quarter.

Total amount requested for reimbursement

\$345,243.89

Total reimbursed, based on check dates/ACH receipt dates

\$251,117.04

Funds picked up/ACH payments deposited

251,117.04

Total amount of expenses incurred

\$345,243.89

Total amount of expenses incurred year-to-date

\$117,915.10

Total of unspent CDBG funds

\$201,193.48

Have any CDBG funds been used to purchase assets valued at \$500 or more?

Yes No

Asset(s)/Items(s) Acquired	Value and Cost of Item
Chromebook for Day Center	960

Click the [Add](#) button below for additional assets

Asset(s)/Items(s) Acquired	Value and Cost of Item
Folding Partitions	2,395

Click the [Add](#) button below for additional assets

Asset(s)/Items(s) Acquired	Value and Cost of Item
Front Desk PC	900

Click the [Add](#) button below for additional assets

Have any CDBG funds been spent on businesses owned by women and/or minorities? *

Yes No

Narrative Summary

- Please provide a summary in each category detailing how the Community Development Block Grant benefited your program, organization, and/or the community this quarter.
- If the activity has not started yet, please provide an update on the expected start date and the reasons for the delay.

Coordination With Other Agencies/Programs

Describe coordination efforts. Include names of agencies/activity.

Good Shepherd Shelter partnered with 8 different agencies/programs that provided services to guests at night. Each of the following operated at our shelter and Day Center so guests had easy access to their services: State College of Beauty Culture, Celebrate Recovery through Thrive Church, City of Wausau Police Department, CW Solutions, Empower Recovery, Women's Community, St. Vincent de Paul, and Catholic Charities' St. Lawrence Community Services program. CW Solutions visits every other Monday and offers assistance with Coordinated Entry, their RHEP program for homeless youth (ages 18-24), the PATHS program utilizing Housing First and Rapid Re-Housing models for emerging adults (ages 17-21) who have experienced child welfare involvement, and the FSET program, which provides support for accessing food assistance (SNAP EBT). Tracy Rieger with the Wausau Police Department meets with clients every Wednesday afternoon, offering support in case management. She assists with obtaining social security cards, IDs, birth certificates, finding landlords, and applying for housing. Through these entities also providing their services in shelter, guests were able to access housing and financial stability counseling, mental health and substance abuse counseling, job and employment connections, and more. Lastly, RDH Communications, a dental hygienist independent contractor, came to the shelter monthly over the summer of 2024 to provide dental services at no cost to the guests.

Problems Or Obstacles Encountered

Describe any problems staff and/or beneficiaries encountered. Include any remedies or solutions devised.

In both programs, the biggest obstacle we encountered was those people who are experiencing homelessness that suffer from extreme mental health and/or substance abuse disorders. Our staff are very compassionate and want to serve everyone that comes to the door. When we reach capacity and must turn people away, it can weigh on the staff. Similarly, safety and security of everyone in the shelter is always at the forefront of our services. If an individual's behavior threatens that safety and security, our staff do need to issue a strike, and the person must leave the shelter for at least that night. This also weighs heavily on our staff. Turnover of staff and maintaining volunteers is a constant struggle. However, we have been able to maintain well-trained staff and volunteers during all of our services.

Accomplishments

Describe staff, program, and/or beneficiary accomplishments and specifically highlighting the activity itself and beneficiaries.

Good Shepherd Shelter provided guests an evening meal, light breakfast, access to showers, laundry and a place to sleep at night. Although we had a decline in volunteers initially in 2023 when we went to 365 nights a year, we have slowly built up a volunteer base that is able to help the entire year after having difficulties finding volunteers for the summer. We were also able to coordinate with the Community On Call over the summer since we remained open.

The Day Center began January 3rd, 2024. We have been able to provide hospitality and services since January. We have partnered with 8 agencies to offer needed services to the guests during the day. We also were able to expand hours during extreme weather in order to keep those who are experiencing homelessness safe and alive. The Day Center provided hospitality, resources, and referrals to 155 unduplicated guests providing services across 1,251 visits.

Program Objectives And Measurable Outcomes

List the specific results of this program during this quarter.

Overall: From 1/1/24 - 6/30/24, 169 unduplicated guests received services at either the Good Shepherd Shelter or the Day Center. Of the 169, 57 only went to the Day Center and did not stay in overnight shelter.

Night Shelter: 112 unduplicated guests stayed in shelter from 5/1/24 - 6/30/24. Some of these guests had previously stayed in overnight shelter, see cumulative explanation below. 1,718 night-stays and meals were provided to these 112 guests during this time period.

Day Center: Between 1/1/24 and 6/30/24, the Day Center provided 155 unduplicated guests 1,251 visits for services.

Cumulative: In total, the ARPA funding has helped provide services to 322 unduplicated guests. Of the 322, 57 were only ever at the Day Center, whereas the remaining 265 guests stayed in overnight shelter. Most of the 265 shelter guests also used the Day Center.

SUCCESS STORIES

Please feel free to provide any success stories from this quarter along with any relevant graphics, pictures, media, etc. that might highlight the success of the activity and/or beneficiaries (*this is not required but highly recommended*).

File Upload

From Homeless to Hopeful.docx

18.11KB

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEES	
Authorizing a 3% general wage adjustment for non-represented employees effective December 22, 2024.	
Committee Action:	HR: Approved 4-0 Fin: Approved 5-0
Fiscal Impact:	Approximately \$450,000
File Number:	03-1111
Date Introduced:	November 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: 2025 Budget</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$450,000</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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 checked="" type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, as City of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

WHEREAS, your Human Resources Committee has reviewed and recommends the salary range structure of the non-represented employees be adjusted by 3% to reflect maturation of the salaries to strengthen recruitment and retention and remain competitive in the existing labor market; and

WHEREAS, you Human Resources Committee has reviewed and recommends a general wage adjustment of 3% be implemented December 22, 2024 for non-represented employees covered under the City of Wausau Employee handbook; and

WHEREAS, funding for the wage adjustment is provided for in the 2025 budget;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the salary range structure of the City of Wausau Employee Handbook – non-represented employee be increased by 3%; and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that a 3% general wage adjustment be implemented effective December 22, 2024 pursuant to the terms outlined in the City of Wausau Employee Handbook – non-represented employees.

Approved:

Doug Diny, Mayor

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.

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.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=wx9OfZWFlil>

DRAFT

Human Resource Committee Packet

November 2024

Agenda Item
Discussion and possible approval of 3% COLA for non-represented employees
Background
For the 2025 budget, a 3% COLA has been recommended to keep the City of Wausau wages current and competitive with the market
Fiscal Impact
3% adjustment in current steps
Staff Recommendation
Discuss and possible action on approving a 3% COLA for non-represented employees
Staff contact: James Henderson (715-261-6634)

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

ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE	
Amending Section 10.01.080 Penalty regarding overtime parking or permit meter violations.	
Committee Action:	Approved 5-0 Ordinance Number: 61-5974
Fiscal Impact:	Revenue for parking violation tickets
File Number:	19-0918 Date Introduced: November 26, 2024

The Common Council of the City of Wausau do ordain as follows:

Add ()
Delete ()

Section 1. That Section 10.01.080 Penalty, is hereby amended to read as follows:

10.01.080 Penalty.

- (a) The penalty for violation of any provision of this chapter shall be a forfeiture as herein provided together with the cost of prosecution imposed as provided in Wis. Stats. §§ 345.20 to 345.53.

....

Improper parking on/off roadway [346.51(1)]	\$30.00
....	
Parking in excess of stated time limit (overtime) or parking meter violations [Section 10.48.040], failure to register a vehicle at parking meter or through parking payment app violations. [Section 10.48.040], or parking permit violations [Section 10.48.090].	
First violation of the aforesaid in a calendar year per vehicle registration/license plate:	No penalty
First through Second and third violation of the aforesaid in a calendar year per vehicle registration/license plate:	10.00
Fourth and fifth violation of the aforesaid in a calendar year per vehicle registration/license plate:	15.00
All subsequent violations of the aforesaid in a calendar year per vehicle registration/license plate:	25.00

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on amending Section 10.01.080 Penalty regarding overtime parking or permit meter violations

Kurtzhals stated this was brought forward as part of the budget process as a proposed revenue generator. Several years ago when we went away from parking meters, we switched the first violation to a warning. This was meant to be an educational piece to the public. They are not looking to get rid of all first warning violations, just specifically the time expired, overtime parking, and no permit. With the parking system they are using, a fee of \$1.45 has to be paid to the company for every warning that is issued. Henke stated this went through Finance and other communities have a similar fine structure.

Neal moved to approve. Watson seconded and the motion passed 5-0.



**CITY OF WAUSAU BUDGET REDUCTION/REVENUE ENHANCEMENT
PROPOSAL FORM**

Complete one form per initiative - add attachments if necessary

Department: POLICE

Spending Cut/Revenue Enhancement Description:

Proposed revenue generation by eliminating warnings for 1st offense parking violations each calendar year. In 2023, Wausau Police Department staff issued 5,335 warning citations for various parking violations. 4,408 of those were for “Time Expired,” “Overtime Parking,” or “No Permit.” Each of those violations has an associated deposit of \$10. This would have resulted in \$44,080 in revenue if those warnings had been regular citations. The remaining 927 1st offense warnings in 2023 were for miscellaneous violations with various deposit amounts totaling \$36,385. By eliminating 1st offense warnings, approximately \$80,000 in parking citations could be issued.

Category (check all that apply)

- Service reduction
- Service delivery change
- Expense reduction/savings
- Staffing level changes
- Operational efficiencies
- Revenue Enhancement

Type

- Sustainable/ongoing
- Onetime

PROPOSED BUDGET SAVINGS

EXPENSES	DESCRIPTION	FTE	AMOUNT
Personnel Services			
Contractual Services			
Supplies and Expenses			
Building Materials			
Fixed Charges			
Capital Outlay			
Total			

PROPOSED REVENUE CHANGES

REVENUES	DESCRIPTION		AMOUNT
Grants and Aids			
Public Charges for Services	Eliminate 1 st offense warnings for parking violations		Approximately \$80,000 annually
Other Revenue			
Total			\$80,000

RESIDENT SERVICE IMPLICATIONS:

Implications of this initiative include the needed adjustment for our citizens and visitors as they get used not receiving a warning for various 1st offense parking offenses. However, this practice would bring Wausau into conformity with numerous other communities such as Milwaukee, Madison, Racine, Kenosha, Appleton, and others.

IMPLEMENTATION TIMETABLE:

It is estimated this practice could be implemented by January 1, 2025. An appropriate measure would be an information campaign, of sorts, to give appropriate notice to those accustomed to receiving a warning for each 1st offense violation, along with any change to local ordinance and/or public signage.

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

RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE	
Approving Security Door Policy.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	24-1112
Date Introduced:	November 26, 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 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, the City is committed to providing a safe workplace for its employees and a safe environment for the citizens of the community; and

WHEREAS, a Request for Proposals was published, proposals received, opened and on October 31, 2023, J. H. Findorff and Son was awarded the contract for the City Hall Lobby Renovation; and

WHEREAS, the City Hall lobby renovations included the installation of a security door to restrict access to upper levels of City Hall; and

WHEREAS, a Security Door Policy has been created to enhance security within City Hall for employees and maintain public access for citizens to engage city staff and leadership; and

WHEREAS, your Infrastructure and Facilities Committee, on November 14, 2024, discussed and recommended approving the Security Door Policy.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the attached Security Door Policy is hereby approved and the proper City officials are hereby authorized to execute the Security Door Policy.

Approved:

Doug Diny, Mayor



POLICY

DATE: October 22, 2024
TITLE: Security Door Policy
ISSUER: Human Resources
COVERAGE: All employees
AUTHORITY: Human Resources Department
DURATION: Indefinite
ADOPTED: Date
AMENDED: Date
REVIEWED: Date

PURPOSE

To enhance security in the City Hall workplace for employees and maintain public access for citizens to engage city staff and leadership. This policy applies to all employees, public officials, and the public. Door security falls under the OSHA rules of safe workplace practices. 29 CFR 1910.35

POLICY

Anyone working or doing business at City Hall has an expectation to conduct business in a safe environment. Security doors or external doors shall remain closed and locked and not tampered with or propped open. All city employees are responsible for promotion of a safe work environment. This policy must be followed by all employees. Once adopted, this policy is maintained and reviewed by the Human Resources Director every two years or as needed to ensure best practices. ALICE (A Live Interactive Customer Experience) is the primary visitor check-in method.

DEFINITIONS

ALICE – A Live Interactive Customer Experience, ALICE is a virtual receptionist/visitor management system designed to greet visitors. Visitors can access employee directory, call employees and check-in for meetings and appointments.

Aldersperson – An elected member of a local government who represents a specific ward or district within a municipality.

Contractor – a person or a company that undertakes a contract to provide materials or labor to perform a service or do a job.

Employee – a person employed by the City of Wausau for wages or salary.

Visitor – a person visiting a person, or a place managed by the City of Wausau.

PROCEDURE

Employee/Alderperson/Contractor Access

1. Secure area access levels at City Hall follow best security practices of normal access needs.
2. Department Heads will set access levels for department efficiency and security best practice.
 - a. Level 24/7 (Directors)
 - b. Level 5:00 AM - 10:00 PM, Monday – Friday (County Parks employees)
 - c. Level 6:00 AM - 6:00 PM, Monday – Friday (Employees)
 - d. Level 8:00 AM – 10:00 PM, Monday – Friday (Elected Alders)

Access Key Cards

1. Access cards must not be shared with or loaned to others.
2. Lost or stolen access cards must be reported immediately to the Facilities Manager and the Human Resources Department.

FACILITY ACCESS

Council Members: access defaults to Level d. 8:00 AM – 10 PM, Monday - Friday

Employees:

1. Employees will use their badge for access.
2. Employees who forget their badge will be issued a temporary badge for the day by their department. Employees will return the temporary badge to their manager before the employee leaves for the day.
3. Protected Services City Employees (Police, Fire and Paramedics) who do not have a badge during an emergency will be “buzzed” in by the front window.

Visitors:

1. All visitors are required to use the front doors of City Hall. Visitors are not allowed to use employee entrance doors.
2. Visitors will use ALICE to contact the employee in which they have business to conduct.
3. ALICE will print a temporary badge for the visitor to wear.
4. Employees will meet the visitor and escort the visitor to the meeting location.
5. When the meeting has concluded, an employee will escort the visitor to the lobby or out of the secure area and the visitor will check out via ALICE. Each department is responsible for escorting their visitors to another location within the secured area or to the lobby area.

Contractors:

1. Contractors will be issued a contractor badge. Contractor badges identify the holder by name and picture. Contractor badges will have building access determined by the issuing Department Head. Department Heads will review issuance of Contractor badges each month.
2. Contractors will be vetted in accordance with safety and security. Department Heads will be responsible for documentation.

Delivery Drivers: UPS, FEDEX, USPS in uniform with deliveries may be allowed in unescorted by customer service. All other deliveries must be escorted by staff.

Meetings: All public meetings (committees, task forces and commissions) must be held in publicly accessible areas on the main floor of City Hall.

Access Denied by ALICE

There may be circumstances where ALICE denies an individual access. This could be for a variety of reasons.

- The employee was not available.
- The visitor was uncooperative/argumentative.
- Staff did not feel safe giving building access to the visitor.

Employees Responsibilities

1. Employees are not allowed to let visitors enter employee entrance doors.
2. Employees shall not prop open security doors.
3. Employees shall wear their city issued badge at all times in the building when outside of their office.
4. Employees shall notify their manager if a visitor is viewed without a visitor badge.
5. Employees shall report when their badge is lost or stolen.
6. Employees shall report when their badge is damaged to obtain a replacement.
7. If a badge is lost or damaged, employees may be required to pay for the badge replacement as outlined in this section.
 - a. Employees who lose their original badge will be issued a replacement badge free of charge.
 - b. Employees who lose their replacement badge will be charged a fee of \$5.00 via payroll deduction for additional badges.
 - c. Damaged badges will be replaced at no charge. In order to receive a replacement badge, employees must surrender the damaged badge.
8. Employees shall not share or loan their issued badge to other employees or the public.

Employees will be required to sign an Acknowledgment Form, indicating they have received a copy of this policy.

Management Responsibilities

1. Managers shall verify that employees are wearing their City issued badge.
2. Managers shall be observing that visitors are wearing visitor badges.
3. Managers shall determine access levels of employees based on the needs of the organization.
4. Managers shall be responsible for Contractor badges.
5. Managers are responsible for collecting badges from separated employees and returning those badges to the Human Resources Department.
6. Human Resources will be responsible for changing, suspending, or eliminating access assigned to a badge.

Non-compliance

1. Non-compliant employees will be subject to discipline up to and including termination, by the Human Resources Department.
2. Non-compliant Contractors will have their access revoked by the Human Resources Department.

Approved by Mayor Doug Diny

Approved as to form by the City Attorney

_____ Date _____

_____ Date _____



**CITY OF WAUSAU
CITY HALL SECURITY ACCESS REQUEST FORM**

City Hall Employees will be automatically provided with Standard Security Access (Monday – Friday, 6:00 a.m. to 6:00 p.m.). This form should be completed for employees who are requesting 24/7 Access and are authorized to work outside of normal business hours. FLSA Non-Exempt employees (hourly employees) must time in/out for all hours worked.

EMPLOYEE INFORMATION

Name: _____ Employee #: _____

Department: _____ Job Title: _____

FLSA Type: Non-Exempt Exempt Employee Type: Full-Time Part-Time

Position Schedule: _____

Please explain why this employee needs 24/7 access.

APPROVAL SIGNATURES

By signing this form, the Department Director accepts responsibility for granting 24/7 Access to the employee. Authorizing 24/7 Access does not approve an alternative work schedule for an employee.

Department Director Approval: _____ Date: _____

Mayor Approval: _____ Date: _____



**CITY OF WAUSAU
CITY HALL SECURITY ACCESS REQUEST
FOR CONTRACTORS**

CONTRACTOR INFORMATION

Company Name: _____

Name of Contractor: _____

Reason for Access: _____

General Location for Work: _____

Dates Needed for Access: _____

Time of Access: _____

Is a Background Check Needed? Yes No

Request Submitted By: _____

APPROVAL SIGNATURES

By signing this form, the Department Director accepts responsibility for granting access to the contractor.

Department Director Approval: _____ Date: _____

Mayor Approval: _____ Date: _____

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on Security Door Policy

Henke stated that this started in HR. There were concerns with the policy and those concerns have been answered. There were discussions on taking this back to HR or to Public Health and Safety. Since this is part of facility control, it was brought here. Henke thinks of this as a first draft. If there is a need to make changes, at least we have a backbone to start with.

Larson moved to approve the Security Door Policy. Seconded by Watson and the motion passed 5-0.

**RESOLUTION OF THE
INFRASTRUCTURE AND FACILITIES COMMITTEE**

Approving Request for Limited Use of 1300 Cleveland Avenue for a Training Area.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-1113

Date Introduced: November 26, 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 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, excavation is dangerous, especially when digging near underground facilities such as gas or electrical lines; and

WHEREAS, the best way to develop the necessary skills to become an efficient and safe excavator is to have the opportunity to complete excavation work in a real life setting; and

WHEREAS, currently experienced Department of Public Works (DPW) operators conduct most excavations unless the site is determined to have minimal risk, which reduces opportunities to train newer staff, and

WHEREAS, the DPW site at 400 Myron Street lacks the space to offer real world training scenarios for operators without the associated risk; and

WHEREAS, the City of Wausau owns the site at 1300 Cleveland Avenue, which is only being used for storage; and

WHEREAS, the 1300 Cleveland Avenue site has a large concrete pad and a concrete loading dock area where DPW staff proposes to block off the ends of the loading dock to create an area totally incased in concrete where infrastructure could be placed and buried in clean soil allowing for excavation training; and

WHEREAS, creation of this incased concrete area would prevent the excavator from digging in the existing soils of this site; and

WHEREAS, training operations would take place during DPW's normal business hours of 7:00 am to 3:00 pm, Monday through Friday; and

WHEREAS, your Infrastructure and Facilities Committee met on November 14, 2024 to review the request for limited use of 1300 Cleveland Avenue for a training area and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the request for limited use of 1300 Cleveland Avenue for a training area.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on request for limited use of 1300 Cleveland Avenue for a training area

1300 Cleveland Avenue is City-owned and is being used for storage. DPW would like to create an area for operators to train on excavation. When they have to dig in the street, whether it is around storm sewers, gas lines, electric, etc., the only good way to get training is in a machine and start digging. This would give an area where DPW could set up infrastructure, bury it and give operators a chance to practice digging it out without taking the chance of damaging infrastructure. The site has a large concrete pad and a couple of old loading docks. DPW would block off the ends of the loading dock. They would then have an area totally incased in concrete where they could fill it with dirt and the operators could train. The site is known to have some contamination. The concrete will prevent them from digging in the soils. The soils will not be disturbed. If that site would ever have a development proposed, it would be simple to move out. They would not be changing anything on the site.

Larson asked if there will be digging or if dirt would be put on the concrete. If there is digging of the soil, we do not know what would be going into the air. Kraege indicated that DPW would take coffin blocks to close the back end of the loading dock. The entire dig site would be incased in concrete and there is no chance for them to dig into any of the soils underneath.

Neal asked if equipment will ever be on the soil outside of the enclosure. Kraege explained the equipment will be on top of concrete pads.

Neal moved to approve. Seconded by Watson and the motion passed 5-0.

Agenda Item No.

10

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024**

AGENDA ITEM

Discussion and possible action on request for limited use of 1300 Cleveland Avenue for a training area

BACKGROUND

1300 Cleveland Avenue is a city owned site that was looked at for building a new fleet facility. The council directed staff away from building on this site. This request is only to use it as a training location. DPW use could be discontinued any time without significantly impacting the site. Usage does not require any building or excavation.

FISCAL IMPACT

None. Property is owned by city, and no construction is necessary.

STAFF RECOMMENDATION

Allow DPW to temporarily use this site for a training area.

Staff contact: Dustin Kraege 715-261-6963



Dustin Kraege
Public Works Superintendent

TEL: (715) 261-6963
FAX: (715) 261-6969

TO: Infrastructure and Facilities Committee

FROM: Dustin Kraege

DATE: 11-4-2024

SUBJECT: DPW Request for limited use of 1300 Cleveland Avenue for training area.

DPW property lacks space for a training area. 1300 Cleveland Avenue is currently owned by the city and is only being used for storage. This area would provide a training area at no cost to the city.

Excavation is dangerous. Safety of staff and citizens is paramount. Having a training area would offer real world training scenarios for operators without the associated risks. Experienced operators dig efficiently and safely. They can often, tell or "feel" when their machine contacts something unusual while digging. The only way to develop this skill is seat time doing the work. Currently experienced operators conduct most excavations unless the site is determined to have minimal risk. This reduces opportunities to train newer staff. A controlled training environment is the safest way to conduct training.

Pipes and structures will be placed in the loading docks and buried. Then operators will practice excavating around those structures. The result is real world digging experience without risking safety or infrastructure damage. The loading docks create contained digging areas.

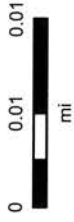
While 1300 Cleveland has contamination, the concrete structures would prevent soil disturbance. The loading docks and concrete slab create a barrier over the soil and would prevent us from digging into it. Only clean material would be brought in and it would be removed if/when DPW use needs to be terminated.

Training operations only take place during our normal business hours of M-F, 7A-3P. Currently some equipment is stored on site along with logs and wood chips. Equipment is used to move logs and wood chips stored there so equipment use is not new to the site. There will be a small increase in equipment use on the site when training is conducted. The impact to the neighborhood will be minimal.

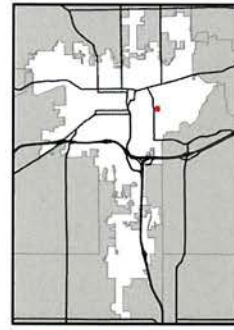
ArcGIS Web Map

City of Wausau / DPW

Date: 11/4/2024



- Right Of Way
- Parcel



- NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
 2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
 3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us





Loading Dock

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

**RESOLUTION OF THE
INFRASTRUCTURE & FACILITIES COMMITTEE**

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Kolbe Apartments LLC – 706 Flieth Street, 1371 South 8th Avenue, 1363 South 8th Avenue, 1361 South 8th Avenue, 1355 South 8th Avenue, 1341 South 8th Avenue, 1337 South 8th Avenue, 1333 South 8th Avenue, 1331 South 8th Avenue, 1327 South 8th Avenue).

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-1114

Date Introduced: November 26, 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 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, your Infrastructure and Facilities Committee met on November 14, 2024 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Kolbe Apartments LLC, for stormwater facilities on their properties at 706 Flieth Street, 1371 South 8th Avenue, 1363 South 8th Avenue, 1361 South 8th Avenue, 1355 South 8th Avenue, 1341 South 8th Avenue, 1337 South 8th Avenue, 1333 South 8th Avenue, 1331 South 8th Avenue, and 1327 South 8th Avenue; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the agreement recorded in the office of the Marathon County Register of Deeds.

Approved:

Doug Diny, Mayor

AGREEMENT

Document No.

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 1st day of October, 2024, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Kolbe Apartments, LLC

a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN: 29128070220035; 29128070220036;
29128070220037; 29128070220038;
29128070220160; 29128070220041;
29128070220042; 29128070220043;
29128070220044; 29128070220045

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: Michael Tomczyk
Michael Tomczyk

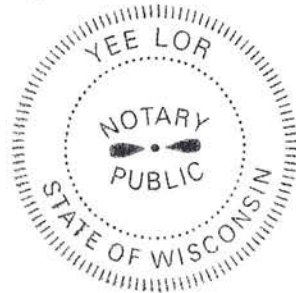
By: Jeffrey DeLonay
Jeffrey DeLonay
CITY OF WAUSAU:

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 1st day of October, 2024, the above-named Michael Tomczyk and Jeffrey DeLonay of Kolbe Apartments LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



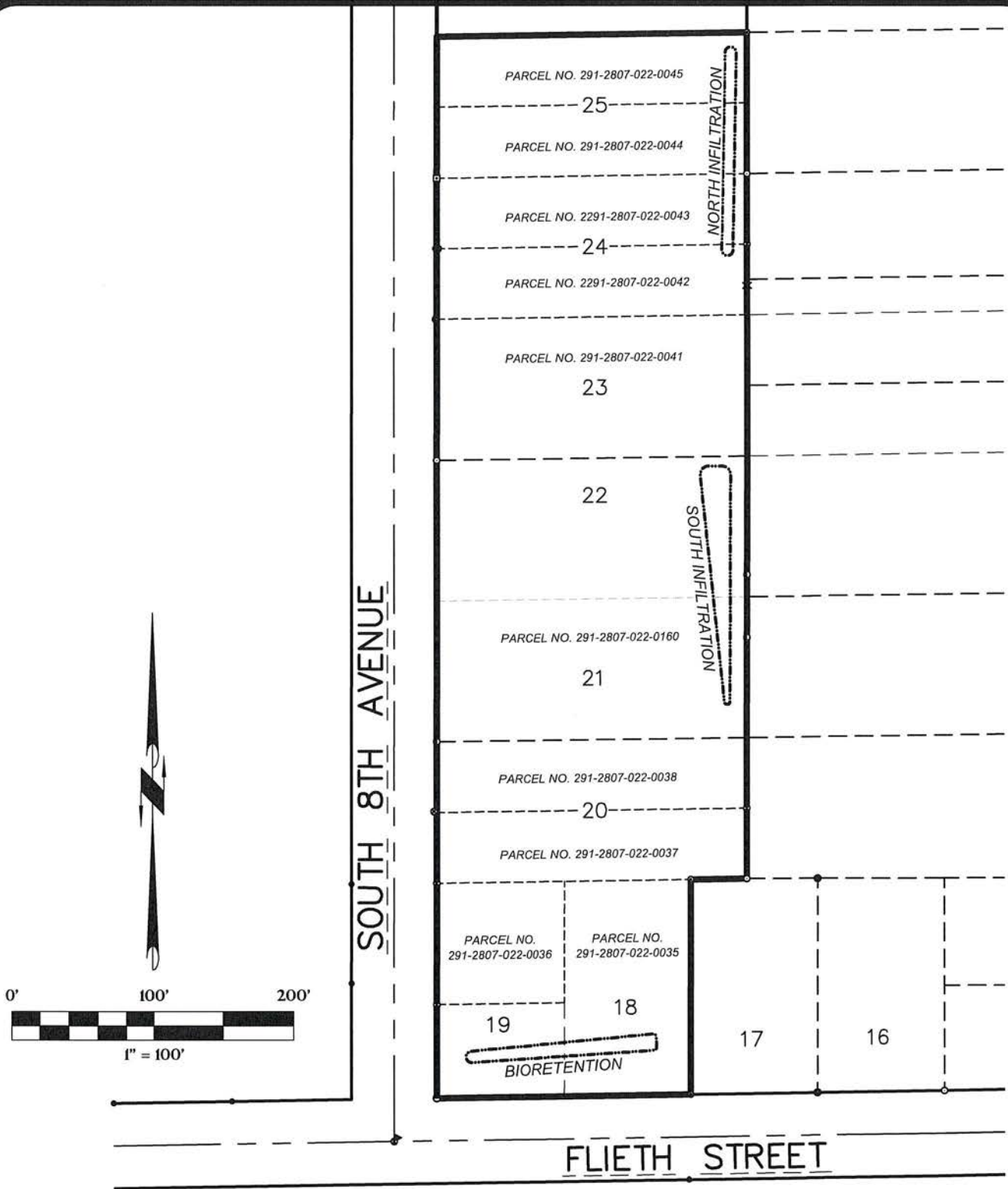
Yee Lor
Notary Public, Wisconsin
My commission: July 14, 2028

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Doug Diny, Mayor, and Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

EXHIBIT A: "STORM BMP LOCATION MAP"



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture

JESSE BECKER, P.E.

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

DRAWN: JHB CHECKED: JHB

JOB NO: 24.0051

KOLBE APARTMENTS LLC

SHEET 1 OF 1

EXHIBIT "A" (continued, legal description of parcels):

Lot eighteen (18); and

The South sixty-six (66) feet of Lot nineteen (19), all in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-018-00-00
PIN: 291-2807-022-0035

Lot nineteen (19) in Block one (1) of W. R. Chellis' Addition to the City of Wausau, Marathon County, Wisconsin; excepting the South sixty-six (66) feet thereof.

Parcel No.: 59-1920-001-019-00-00
PIN: 291-2807-022-0036

The North one-half (N ½) of Lot twenty (20) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-020-00-00
PIN: 291-2807-022-0038

The South one-half (S ½) of Lot twenty (20) in Block one (1) of W.R. Chellis' Addition in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-020-01-00
PIN: 291-2807-022-0037

Lot one (1) of Certified Survey Map No. 11281 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 47 of Certified Survey Maps on page 143, as Document No. 1206707; being Lots twenty-one (21) and twenty-two (22) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-021-01-00
PIN: 291-2807-022-0160

EXHIBIT "A" (continued):

Lot twenty-three (23) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-023-00-00
PIN: 291-2807-022-0041

The North one-half (N 1/2) of Lot twenty-four (24) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-024-00-00
PIN: 291-2807-022-0043

The South one-half (S 1/2) of Lot twenty-four (24) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-024-01-00
PIN: 291-2807-022-0042

The North one-half (N 1/2) of Lot twenty-five (25) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-025-01-00
PIN: 291-2807-022-0045

The South one-half (S 1/2) of Lot twenty-five (25) in Block one (1) of W. R. Chellis' Addition, in the City of Wausau, Marathon County, Wisconsin.

Parcel No.: 59-1920-001-025-00-00
PIN: 291-2807-022-0044

EXHIBIT B “STORMWATER BMP MAINTENANCE SCHEDULE AND PROCEDURES”

1. BMP Inspection and Maintenance Schedule

- a. All components of the storm water management system shall be inspected by the Responsible Party:
 - i. At least semiannually in early Spring and early Autumn; and
 - ii. Within 72 hours following any major storm or flood event of sufficient intensity or duration to pose significant risk of damage to the system.
- b. The infiltration and bioretention practices proposed should draw down within 24 hours following the end of rainfall. If one of these basins continues to hold water after this 24-hour period, it needs maintenance as described in Section 2.
- c. The Responsible Party shall make the appropriate repairs whenever the performance of a storm water management practice or component is compromised due to sediment or debris.

2. BMP Inspection and Maintenance Guidelines

- a. Bio-retention Basin
 - i. Inspection: Look for accumulation of sediment and/or debris in basin and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health; look for weeds and grasses encroaching on plants.
 - ii. Maintenance: Remove accumulated sediment deposits and/or debris in basin and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm event replace top 6” of engineered soil. Remove any identified weeds or grasses. Do not plow/store snow in bio-retention basin. Mow as needed through the first two years to a height of 6”-10” in native plantings. Mow and spot spray (any invasive weeds) as needed. Twice per year remove and replace any dead or diseased plants. Mow grass filter strips, sides of banks and turf covers at least four times per year around bio-retention area. Maintain a minimum height of 2-½”.
- b. Infiltration Basin:
 - i. Inspection: Look for accumulation of sediment and/or debris. Length of time water is retained in basin. Look for erosion or damage. Review grass health. Verify pond is infiltrating properly and that the surface soils are not clogged.
 - ii. Maintenance: Remove accumulated sediment deposits and/or debris and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm event replace top 6” of soil. Do not plow/store snow in infiltration basin.

3. Inspection Records and Reporting.

- a. The Responsible Party shall maintain records of the results of all site inspections and any enforcement actions, correction actions or other documented contacts and any follow-up actions taken by or at the direction of the Responsible Party for seven years after such action.
- b. The Responsible Party shall submit to the City Engineer periodic reports certifying that the storm water controls are functioning as designed. The reports shall conform to the following requirements. The reports shall be:
 - i. Submitted each of the first two years following completion of the construction of the storm water management system covered by this Agreement, and every even numbered year thereafter.
 - ii. Submitted in PDF format using the City’s report template, or in other format approved by the City Engineer, as may be amended from time to time.
 - iii. Submitted by June 30 of each reporting year.
 - iv. Certified and sealed by a Professional Engineer or Professional Hydrologist.
- c. If failures are noted in any report, Responsible Party shall include with the report a plan and schedule for repair of the failed components of the storm water management system to its design condition, for review and approval by the City.
- d. The City Engineer shall maintain public records of the results of all City inspections of the site, shall inform the Responsible Party of the inspection results, and shall indicate any specific corrective actions required to bring the storm water management practice or component into accordance with this Agreement.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on Stormwater Maintenance Agreement with Kolbe Apartments, LLC at 706 Flieth Street, 1371 S. 8th Ave, 1363 S. 8th Ave, 1361 S. 8th Ave, 1355 S. 8th Ave, 1341 S. 8th Ave, 1337 S. 8th Ave, 1333 S. 8th Ave, 1331 S. 8th Ave, and 1327 S. 8th Ave

Kolbe Apartments LLC will build and maintain two infiltration basins and one bioretention basin. The agreement gives the City the right to inspect the basins. If the basins are not kept up, the City can order the owner to maintain them.

Larson moved to approve the Stormwater Maintenance Agreement. Seconded by Neal and the motion passed 5-0.

Agenda Item No.

8

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024**

AGENDA ITEM

Discussion and possible action on Stormwater Maintenance Agreement with Kolbe Apartments, LLC at 706 Flieth Street, 1371 South 8th Ave, 1363 S. 8th Ave, 1361 S. 8th Ave, 1355 S. 8th Ave, 1341 S. 8th Ave, 1337 S. 8th Ave, 1333 S. 8th Ave, 1331 S. 8th Ave, and 1327 S. 8th Ave

BACKGROUND

Kolbe Windows and Doors is proposing to construct a workforce apartment complex. The proposed project consists of redeveloping approximately 4 acres of land and adding an apartment building, parking lot, driveways, sidewalk, and stormwater facilities. Stormwater Management requirements will be achieved utilizing two infiltration basins and one bioretention basin to control stormwater volume and remove the solids from the site.

To ensure properly functioning post-development stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

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 CWFP 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



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Tucson
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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 Disbursement</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

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

CITY OF WAUSAU

AND

**WAUSAU FIREFIGHTER ASSOCIATION
LOCAL 415, IAFF, AFL-CIO and CLC**



LABOR AGREEMENT

January 1, 2025 to December 31, 2027

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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 5th through Oct 4th +12 hrs PAL

Employee does not use sick leave Oct 5th through April 4th +12 hrs PAL

Employee does not use sick leave April 5th through Oct 4th +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

	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

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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).

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, 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

CITY OF WAUSAU

WAUSAU PROFESSIONAL POLICE ASSOCIATION



LABOR AGREEMENT

January 1, 2025 to December 31, 2027

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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

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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:

$$\text{Years of continuous service} + \text{officer's age at retirement} = \text{Number of credits}$$

(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 _____

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, 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 <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

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



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 PUBLIC HEALTH & SAFETY COMMITTEE	
Approving Clinical Affiliation Agreement for Health and Community Services Occupations.	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	24-1116
Date Introduced:	November 26, 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 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, Northcentral Technical College (“NTC”) administers education curricula for various health occupations and seeks to provide, as part of the program curricula, supervised clinical experiences for NTC students enrolled in the programs; and

WHEREAS, the Wausau Fire Department (“Department”) serves patients in various health services through the provision of medical or other services consistent with the one or more programs, and seeks to train future health care practitioners by providing students with supervised clinical experiences at the Departments’ sites, consistent with the educational objectives of students and NTC; and

WHEREAS, NTC and the Department have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in a Clinical Affiliation Agreement for Health and Community Services Occupations (“Agreement”) combined with one or more Program Addenda included with and made a part of the Agreement; and

WHEREAS, your Public Health and Safety Committee, on November 18, 2024, discussed and recommended approving the Clinical Affiliation Agreement for Health and Community Services Occupations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Clinical Affiliation Agreement for Health and Community Services Occupations substantially in the form of that attached hereto and authorizes and directs the appropriate City officials to execute an Agreement.

Approved:

Doug Diny, Mayor

CLINICAL AFFILIATION AGREEMENT FOR HEALTH AND COMMUNITY SERVICES OCCUPATIONS

This Agreement is made effective this 18th day of October 2024 ("Effective Date") by and between NORTHCENTRAL TECHNICAL COLLEGE INC. (NTC), a Wisconsin institution for technical education and training, whose business address is 1000 W. Campus Drive, Wausau, WI 54401, and City of Wausau Fire Department, a qualifying Wisconsin EMS Field Site ("Clinical Education Setting"), whose business address is 606 E. Thomas Street, Wausau, WI 54403.

WITNESSETH

WHEREAS, NTC administers educational curricula for various health occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for NTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in various health services through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and NTC; and

WHEREAS, NTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, NTC and the Clinical Education Setting agree as follows:

AGREEMENT

1. **NTC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, NTC shall have the following rights and responsibilities:
 - 1.1 **Preparation of Students for Clinical Placement.** NTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.
 - 1.2 **Assigning Students to the Clinical Education Setting.** After receiving from the Clinical Education Setting the number of placements available for Students, NTC shall select Students to be assigned to the Clinical Education Setting. NTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical experiences.
 - 1.3 **Educational Coordinator.** NTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.
 - 1.4 **Professional Liability Insurance.** NTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

- 1.5 Accreditation and Licensure. NTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. NTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.
 - 1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.
 - 1.7 Student Performance Disclosure. In accordance with applicable laws, regulations, and NTC policy, NTC shall immediately notify the Affiliated Site about any issue which would serve to impair a student's performance and/or represent a threat to the health and safety of patients or Affiliated Site employees or physicians in the event NTC becomes aware of such a problem. Also, NTC shall immediately notify the Affiliated Site of any action taken because of substandard academic or clinical performance of any student when that substandard performance could have an adverse impact on patient care. In the event NTC cannot legally share such information, it shall immediately withdraw its student from the Affiliated Site if such information could impair a student's performance and/or represent a threat to the health and safety of patients or Affiliated Site employees or physicians.
2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:
 - 2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to NTC before Students may be assigned to the Clinical Education Setting.
 - 2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to NTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.
 - 2.3 Orientation. The Clinical Education Setting shall provide NTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by NTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.
 - 2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates

interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

- 2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria, and parking facilities.
 - 2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify NTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure, or eligibility status.
 - 2.7 Clinical Component Requirements. The clinical component offered by NTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by NTC, and all applicable laws.
 - 2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by NTC.
 - 2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.
 - 2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.
3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, NTC and the Clinical Education Setting shall have the following rights and responsibilities.
 - 3.1 Supervision and Evaluation of Students. NTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. NTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to NTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.
 - 3.2 Review and Evaluation of Affiliation. NTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective

objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

3.3 Nondiscrimination. NTC and the Experience Setting shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Both parties will not discriminate against any faculty member, student, employee or applicant for employment or admission into a Program, on the basis of race, color, age, gender, national origin, disability or marital status.

4. STUDENT RIGHTS AND RESPONSIBILITIES. NTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and NTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and NTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by NTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Student shall maintain comprehensive health and medical insurance or student health insurance as required under Section 8.3 of this Agreement.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of NTC, or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify NTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. NTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative,

has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

- 5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

- 6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

- 6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

- A. By Mutual Agreement. NTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.
- B. For Cause. In the event NTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

- (1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.
- (2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. NTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to NTC if NTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if NTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 NTC. NTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by NTC or any of its employees. NTC shall indemnify the Clinical Education Setting for any negligent acts or omissions by any Student that may arise during the course and scope of the clinical experience as described in this Agreement and the attached Program Addenda. NTC shall not indemnify the Clinical Education Setting for any willful acts or failures to act by any Student that may arise out of this Agreement and attached Program Addenda.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless NTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

- 7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE

- 8.1 NTC. NTC shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering NTC as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.
- 8.2 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to NTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Clinical Education Setting agrees to list NTC as an additional insured on all policies required to be maintained under this Section 8.2 and to promptly provide NTC with evidence of such insurance upon request.
- 8.3 Students. Students shall pay a fee each semester for NTC's Student Accident Only Insurance Plan, in the amount of fifty thousand dollars (\$50,000) per injury, to cover Students on campus, while attending a practicum program or other recognized student groups approved by the College, or during travel to and from a practicum program. NTC's Student Accident Only Insurance Plan offers benefits that include hospital room and board, inpatient and outpatient surgical procedures, labs and x-rays, physician office visits, ambulance, durable medical equipment, emergency care, and prescription drugs. Alternatively, if a Student waives coverage under NTC's Student Accident Only Insurance Plan, Students shall maintain, at no cost to NTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance or student health insurance. Evidence of such insurance shall be provided to NTC and Clinical Education Setting upon request.
9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of NTC and Clinical Education Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

10. NOTICES AND COMMUNICATION

- 10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to NTC:

 Northcentral Technical College
 Attn: Provost & Vice President, Learning
 1000 W. Campus Drive
 Wausau, WI 54401

If to the EMS Field Site:
 City of Wausau Fire Department
 Attn: Jared Thompson, EMS Division Chief
 606 E. Thomas Street
 Wausau, WI 54403

or at other such addresses as a party from time to time may designate by written notice to the other party.

- 10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate NTC Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.
11. NON-EXCLUSIVE. The parties agree that NTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.
12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.
13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.
15. RELATIONSHIP OF PARTIES. NTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of NTC, the Clinical Education Setting or their employees, both NTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.
16. CONFIDENTIALITY OF RECORDS
- 16.1 Student Records. NTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than NTC. NTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.
- 16.2 Patient Health Care Records. NTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30, and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and NTC with guidance with respect to compliance with these statutes and regulations.
17. NON-DISCRIMINATION. NTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by NTC.
18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NTC:

Signature: _____

Name: Darren Ackley

Title: Vice President for Learning & Provost

Date: _____

CLINICAL EDUCATION SETTING:

Signature: _____

Name: _____

Title: _____

Date: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR HEALTH OCCUPATIONS**

This Program Addendum is made effective this 18th day of October, 2024 ("Effective Date") by and between NORTHCENTRAL TECHNICAL COLLEGE, a Wisconsin institution for technical education and training ("NTC") and City of Wausau Fire Department, a Wisconsin EMS Field Site ("Clinical Education Setting").

WHEREAS, NTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Health Occupations dated October 18, 2024 ("Agreement") that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of NTC's health occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to NTC's Health Programs – Nursing Assistant, Dental, Medical Assistant, Medical Laboratory Technician, Phlebotomy, Nursing, Radiography, Surgical Technologist, Renal Dialysis, Paramedic, Emergency Medical Technician, Critical Care Paramedic, Fire Medic, Computed Tomography Imaging, Health Navigator, Geriatric Care Specialist, Gerontology, Geriatric Certificates, Health Care Business Services. ("Program");

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, NTC's Educational Coordinator for the Program shall be Program Director.
2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of NTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. Prior to placement of the Student, NTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. NTC hereby agrees to notify the Clinical Education Setting when NTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency. Both NTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to NTC should there be any change from the initial background check.
3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be _____.
4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical Instructors assigned to the Program will be responsible for provision, coordination and supervision of the clinical instruction, and the experience to be

provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Instructors will be licensed by the State of Wisconsin in good professional standing with at least one (1) year of experience or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by NTC and the Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

- 5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by NTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program.
- 6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical Instructors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical Instructors to notify NTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of NTC. NTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.
- 7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one year ending on October 31, 2025.
- 8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.
- 9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

NTC:

CLINICAL EDUCATION SETTING:

Signature: _____

Signature: _____

Title: Vice President for Learning & Provost

Title: _____

Date: _____

Date: _____

Statement of Support for NTC EMS Field Sites

This section to be filled out by the Field Site Supervisor

Facility Name: City of Wausau Fire Department

Address: 606 E. Thomas Street

City/State/Zip Code: Wausau, WI 54403

Field Site Supervisor: Jared Thompson

Email: Jared.Thompson@wausauwi.gov

Title: EMS Division Chief

Phone: 715-261-7915

Is this student a current employee of your organization?

Yes

No

Is there a student coordinator at your site for student on-boarding?

Yes

No

If yes, Coordinator's name:

Email:

Please check the box for each discipline you have at your field site and indicate the number of on-site professionals in each discipline that are currently employed at your field site. Note: *If any box is unchecked, the student is responsible for finding a second site and must complete a second Statement of Support that supports their required discipline.*

EMT # of EMTs on site at our location is: 2

AEMT # of AEMTs on site at our location is: 0

Paramedic # of Paramedics on site at our location is: 43

Note: In addition to this Statement of Support, Northcentral Technical College and the field site must sign an affiliation agreement before the student can begin the EMS program courses. NTC will contact you or someone at your facility to set up this affiliation agreement.

Indicate whether the affiliation agreement that requires the completion of background checks, health requirements, drug testing and/or any other additional requirements can be waived due to the student's employment at this field site:

YES

NO

Signatures

The field site supervisor responsibilities are outlined on the following page(s):

Field Site Supervisor Signature

10/18/2024
Date

AGR # 1232

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NORTHCENTRAL TECHNICAL COLLEGE
AND THE
CITY OF WAUSAU FIRE DEPARTMENT**

RECEIVED
JUL 16 2004
CITY OF WAUSAU CITY CLERK

✓ **FOR EMERGENCY MEDICAL TECHNICIAN – BASIC (B), BASIC IV,
INTERMEDIATE (I) AND PARAMEDIC (P)**

This agreement is made between the City of Wausau Fire Department, hereinafter referred to as “**The Service**” and Northcentral Technical College, hereinafter referred to as “**NTC**.”

PART I BASIS AND PURPOSE OF THE AGREEMENT

Whereas,

NTC and **The Service** acknowledge a public obligation to contribute to the education of Advanced Emergency Medical Technicians - Paramedic, Intermediate and Basic (EMT – P, I & B) for the benefit of students and for community needs.

NTC has established a program for EMT –P, I & B which requires the clinical facilities of **The Service** for extended laboratory experience in order to achieve its objectives.

The Service has clinical facilities suitable for the educational needs of the students in the EMT – P, I & B program and is willing to make them available to **NTC** for instruction.

Now, therefore,

The agreement is to be governed by the following general concepts of cooperative action.

PART II RESPONSIBILITIES AND PRIVILEGES OF NTC

A. FOR THE PROGRAM IN GENERAL

Assume full responsibility for offering an educational program approved by the Wisconsin Technical College System Board and Wisconsin Statute 146.35.

B. FOR THE CLINICAL EXPERIENCE AT THE SERVICE

1. Plan, develop, and in cooperation with **The Service** personnel, implement clinical instruction, evaluation, and discipline of students with the cooperation and assistance of the **NTC** EMT –P, I & B program.

2. Provide an orientation period during which the students can become familiar with **The Service** policies, practices, and facilities prior to commencement of clinical instruction.
3. Provide a plan to **The Service** identifying the number of students, hours for clinical experience and observation in the specialty areas, and clinical learning objectives.
4. Ensure that all third-party facilities involved in patient treatment will observe the policies and regulations of both **NTC** and **The Service** as they apply to the circumstances of clinical instruction.
5. **NTC** shall provide a program coordinator who will serve as a resource person to **The Service** staff in matters contributing to the quality of EMT training and in sharing his/her knowledge as an EMT – Paramedic, Intermediate & Basic.
6. Ensure that students assigned to **The Service** for clinical experiences meet both **NTC** and **The Service's** minimum health standards.
7. Require students and faculty to exercise confidentiality with regard to all patient and staff information gained during clinical experience.
8. Notify **The Service** if the approval or accreditation of **NTC** changes.

PART III RESPONSIBILITIES AND PRIVILEGES OF THE SERVICE

A. GENERAL RESPONSIBILITIES

1. Maintain standards which meet requirements of the Wisconsin Department of Health and Family Services, Division of Health, for approval as a clinical facility for instruction in an approved EMT –P, I & B program.
2. Designate the administrative representative who will serve as coordinator for use of **The Service's** facilities.
3. Permit the faculty and students of **NTC** to use the patient care and patient services facilities for the clinical experience according to the clinical plan developed by **NTC**. This plan should be mutually satisfactory to both parties in order to meet the educational goals of **NTC** and patient care standards of **The Service**.
4. Permit the students in the EMT program to observe and participate with **The Service** personnel in the care of patients according to the specified clinical learning objectives and the mutually agreed upon clinical plan.
5. When engaged in training and observation at **The Service**, students shall be under the supervision of the Unit Supervisor, or a qualified designee of the Chief of EMS. EMT –P, I & B skills as identified in the clinical plan

may only be performed under direct supervision of a physician or his designee.

6. Encourage **The Service** staff to participate in the educational program in the role of resource persons, clinical experts, or in assisting in the planning and implementation of selected aspects of clinical instruction.

B. FACILITIES

1. Make available adequate facilities and equipment for demonstration of **The Service** equipment and techniques.
2. Permit the educational use of such supplies and equipment as are commonly available for patient care.
3. Provide the students and faculty with access to the cafeteria, library facilities, and conference space.

C. SERVICE PRIVILEGES

1. May refuse educational access to its clinical areas to **NTC** students who do not meet its employee standards for safety, health, or ethical behavior.
2. At the discretion of the Unit Supervisor or designee under **PART III, Paragraph A-5**, above, **The Service** may restrict the student from observing at any time where the presence of the student may impair treatment or confidentiality requirements of **The Service**. The designee or Unit Supervisor may resolve any problem situation in favor of the patient's welfare and restrict the student involved from observing until the incident can be resolved by the staff in charge and the instructor.
3. May require that faculty and students maintain confidentiality with regard to all patient, **The Service**, and staff information gained during the clinical experience.

PART IV STATUS OF STUDENTS

- A. Students shall at all times and for all purposes be considered to be students of **NTC** and in no case shall they be considered as agents or employees of **The Service**.
- B. Students will have the status of learners and will not replace **The Service** staff nor give services to patients apart from its educational value.
- C. Students are subject to the authority, policies, and regulations of **NTC**. Students are also subject, during clinical assignments, to the same standards as set for employees of **The Service** in matters relating to the welfare of patients according to **The Service** standards.

- D. Any emergency medical care given to any student will be at the student's expense, or the expense of NTC, except for any liability of **The Service** pursuant to **PART V, Paragraph C**.

PART V LIABILITY STATUS OF THE CONTRACTING PARTIES

- A. NTC shall have sole liability for any injury to staff occurring during the instructional process and shall maintain all required workers' compensation and employee insurance required or otherwise provided to NTC staff.
- B. NTC shall hold harmless and indemnify **The Service** for any and all claims arising from any of the acts or omissions of students in training, NTC instructors, staff, or employees related to or arising out of the clinical instruction program. This shall include all claims, demands, losses, costs, damages, and expenses of every kind or description, including death and/or personal injury arising out of, in conjunction with, or occurring during the course of the program.
- C. NTC shall maintain an adequate policy of general liability and malpractice insurance covering all acts and omissions of NTC students, instructors, and staff, and shall upon request provide **The Service** a certificate of insurance reflecting that all liability insurance required by this agreement is in full force and effect.

PART VI DURATION OF AGREEMENT

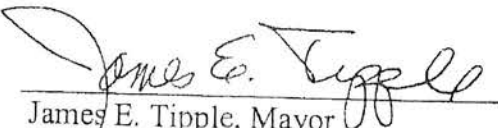
- A. The duration of this agreement shall be indefinite, until terminated by the agreement of the parties or pursuant to **PART VI - Paragraph C** below.
- B. No revision or modification of this agreement shall be effective except by mutual written agreement of the parties hereto. Such modification shall be attached to be made part of this agreement.
- C. This agreement may be terminated by either party upon 30 days' written notice.

In Witness Whereof:

NORTHCENTRAL TECHNICAL COLLEGE

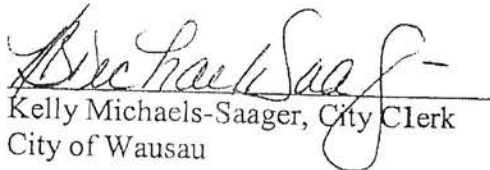
WAUSAU FIRE DEPARTMENT

John Connor, R.N., NR EMT
EMS Instructor/Coordinator



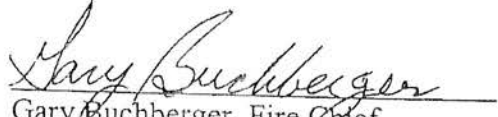
James E. Tipple, Mayor
City of Wausau

Karen Spaude
Instructional Liaison



Kelly Michaels-Saager, City Clerk
City of Wausau

Dr. Robert Ernst, President



Gary Buchberger, Fire Chief
Wausau Fire Department

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: 23-1109P	Date Introduced: Nov 26, 2024
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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 approved budget 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 \$219,082.62; and

WHEREAS, your Finance Committee recommended approval of the budget modification in the amount of \$22,500;

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

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

REMEDIATION 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

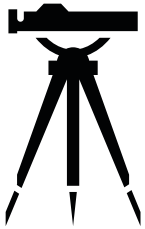
REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

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, treator, 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.

**RESOLUTION OF THE WAUSAU PARKS & RECREATION COMMITTEE,
ARTS COMMISSION, AND PLAN COMMISSION**

Approving Native American Land Acknowledgement Marker in Riverlife Park.

Committee Action: ARTS Approved 6-0; PARKS Approved 5-0; PLAN Pending

Fiscal Impact: None

File Number: 24-1115

Date Introduced: November 26, 2024

WHEREAS, the Plan Commission met on November 26, 2024, to review a request to place a Native American land acknowledgment marker in Riverlife Park in Wausau; and

WHEREAS, Wisconsin Statutes [62.23(5)] state: *"The council... shall refer to the city plan commission, for its consideration and report before final action is taken by the council ... the following matters: ... the location of any statue or memorial."*

WHEREAS, the City's Arts Commission and Parks and Recreation Committee previously met to review the request, with both committees unanimously recommending the proposal; and

WHEREAS, the marker acknowledges the history of several Native American nations and tribal communities that inhabited the area; and

WHEREAS, the marker contributes to a unique sense of place for the community and riverfront; and

WHEREAS, the proposed marker would be located along the River Edge Parkway where other markers and public sculptures currently exist; and

WHEREAS, the location of the proposed marker would be highly visible but not interfere with operation of the River Edge Parkway or with future private development of the area; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the acceptance of the Native American land acknowledgement marker, as presented.

BE IT FURTHER RESOLVED that the Common Council authorizes City Staff to execute any legal agreements outlining the rights and responsibilities of the parties involved in installing the marker.

Approved:

Doug Diny, Mayor

WAUSAU ARTS COMMISSION

Time and Date: Tuesday, October 15, 2024 at 4:00 p.m. in the Maple Room of Wausau City Hall
Members Present: Tom Fleming, Mara Mullen, Sarah Watson, Sean Wright, Keith Montgomery, Shannon Pueschner
Members Not Present: Alora Koval
Others Present: Brad Lenz, Brooke Mueller, Michael & Colleen Thomasgard

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Discussion and possible action on approving Native American land acknowledgement marker in RiverLife Park.

Lenz gave brief introduction to this topic and introduced Michael and Colleen Thomasgard, the citizens that started this project. The Thomasgards gave a background on why they started this project and discussed the path from beginning to end, working with 12 Native American nations and tribal communities; which was then narrowed down to the five tribes that were in this area in the beginning. The location and influences for the statement on this marker also came from the two treaties relevant to the Wausau area between the U.S. Government and the Menominee and Ojibwe nations (1836 Cedar Point Treaty and the 1837 White Pine Treaty respectively).

The marker is cast aluminum with a black background and silver lettering. The cost and upkeep if the marker were to be damaged or vandalized would be covered by the Thomasgards. Once the marker receives full City approval it will take about 6 months to produce so planned installation would be early summer 2025.

Montgomery made a motion to approve the land acknowledgment marker in RiverLife Park. Fleming seconded. Motion carried unanimously, 6-0.

P667Request for Additional Services

Purpose: The Wausau & Marathon County Parks, Recreation, and Forestry Department has a desire to always provide high quality recreational services and facilities. With restricted financial and personnel resources the Department needs a process to evaluate requests for additional services. Additional services being defined as additions to programs and facilities or new programs and facilities.

In order to fully evaluate and stimulate thought on the complete aspects of additional services, please provide the Department with a request that includes the following (all items may not pertain and may not be known by requestor):

- Please describe program or facility where additional services are being requested.

The plan is to install of Land Acknowledgment marker mounted in an area approximately five ft wide and 7 feet long on the river side of the existing pathway

- Please describe additional services/facility being requested.

Permission and oversight of the installation of the marker, as deemed necessary by Ms. Polley, Parks Department.

- Why do you think this additional service/facility is needed?

The marker describes the Native American tribes who were in the Wausau area before the pioneers and loggers.

- What exactly is being asked of the Department (funding, maintenance, construction)?

No funding is requested for installation, maintenance or construction of the marker.

- What are the total costs for the additional services/facilities (not only initial costs but future costs)?

There is no cost to the city or county for additional services/facilities (e.g., lighting). See next Q/A for additional information regarding future costs/funding.

- How would it be funded (what is the County/City being asked to contribute, what is the group willing to contribute, grants, donations, etc.)?

Mr. and Mrs. Thomasgard are funding the production and installation costs for the maker. The installation will be done by Hase Building & Design, Inc. of Wausau (see four attached documents: Park Marker Proposal, Park Marker Cost Breakdown, Installation Procedures and Large Markers). – When proposal was presented to the Arts Commission the installer has been changed to Osswald Lawncare & Landscaping.

- Who will provide maintenance in the future (will it be turned over to the Department upon completion, will there be maintenance funds put aside, group to provide some maintenance, who repairs damage, etc.)?

Maintenance will be turned over to the Department upon completion. If the marker is damaged or vandalized, Mr. and Mrs. Thomasgard will cover the cost of repair. If the project is approved by the Wausau City Council, there will also be a provision for the same in the Thomasgards' will.

- What are the expectations of the County/City once it is complete?

None, other than routine mowing around its concrete base; this area is already routinely mowed.

- What is the timeline for completion?

Spring 2025.

For facility improvements or additions: provide a site plan, pictures of the proposed changes and a materials list.

See additional attachments:

Wording of the marker approved by the Native American tribes mentioned in the text of the document (Land acknowledgment version 12);

Wausau State Teacher marker, (# 1405) shows the size and style of lettering. The proposed marker will be similar in shape, but larger (~5 x 7 feet) and have silver color for rail and lettering, similar to that shown in Ice Age Trail marker (# 1446);

Aerial view of the site (# 002 untitled);

Views from the Riverlife pathway (# 1668)

A one page summary of the project's purpose and timeline initially provided to the Wausau Arts Commission is the final attached document (Journey_Wausau Land Acknowledgment).



Wausau & Marathon County
**Parks, Recreation
 & Forestry**

Native American Land Acknowledgement Marker

-Size: ~5 ft x 7 ft

-Lighting requirements: None

-Anchor in concrete per attached photos

-Installation by Osswald Lawncare & Landscaping *

-Maintenance: Trimming around concrete base (Jos Osswald is drawing up plans, probably would include several boulders place on smaller stones)

-Shape: Like the Teacher College Marker (per attached photo; since it's not done for WI Historical Society, no seal at top nor any photo)

-Lettering and Background: Silver on Black (attached photo, similar to Ice Age Trail Marker)

-Produced by: Sewah studios www.sewahstudios.com in Ohio. They also make the WI State Historical Markers. *

Sewah Studios is the only known marker manufacturer that uses an electrostatic powder paint process in production. This green process provides a much more durable finish to withstand harsh weather.

Although Sewah is the leading manufacturer of cast aluminum historical markers

* Paid for by Michael and Colleen Thomasgard

Wausau Land Acknowledgment Journey

My wife, Colleen, and I began this project in the winter 2023. We were guided by Wisconsin Act 31, <https://dpi.wi.gov/amind/state-statutes>, the statutory requirement that all school districts provide instruction "...on the history, culture, and tribal sovereignty of Wisconsin's eleven federally-recognized American Indian nations and tribal communities." The second guiding influence was two treaties relevant to the Wausau area. These were between the U.S. government and the Menominee (1836 Cedar Point Treaty) and the 1837 White Pine Treaty with the Ojibwe.

Our goal is to help residents of Wausau become more aware of the original people of this land and to acknowledge that their descendants are still here. In short, the history of the Wausau area predates the logging industry.

Our journey was not linear. We began with the knowledge that modern day geographic boundaries and maps do not reflect how native people view the land. We also came to realize that what is factual to some may be contentious to others. Ultimately, we met with and/or corresponded with all 12 Native American tribes residing in WI. Each is a sovereign nation with its own government. We initially used tribal contact information from Act 31; however, ultimately our primary contacts became each Tribe's Historical Preservation Officer.

Every step of the way has added value to the process. Ideally, a Land Acknowledgment Statement (LAS) is accurate, respectful and has three components referring to: past, present and future. We believe that the current wording in version 12 of the LAS embodies these principles. Its text has been approved by all five tribes with history in this area. The marker's title reflects the Native American names for the area as well as its current name, Wausau.

The Wisconsin River's central importance to the area through time is emphasized by the marker's proposed site within Riverlife Park. The site is within the boundaries of both the Cedar Point and White Cedar Treaties. Its location along the park's river pathway will allow joggers, bikers and pedestrians of all ages to read its words and reflect upon their meaning.

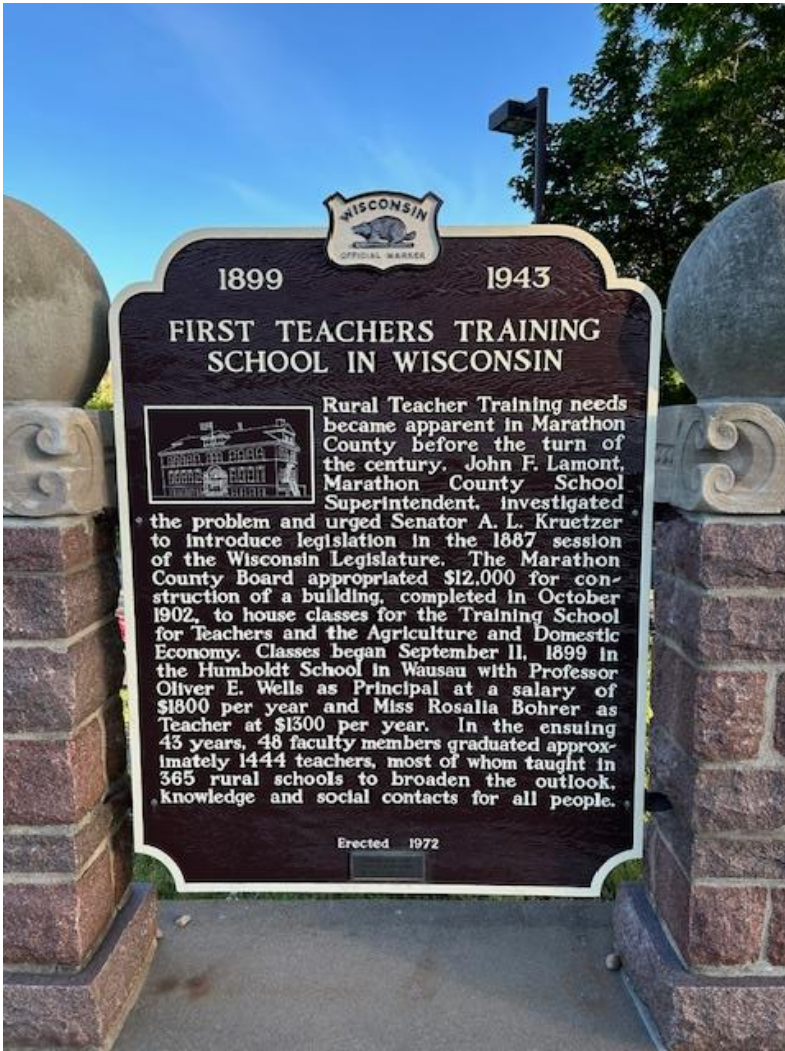
The marker's initial location was to have been on Clarke Island at the Wausau Chamber of Commerce (WCC). This past summer, it became apparent that the central goal of the LAS needed to be separate from the history of that site, a decision that both parties agreed with. Mr. Eckmann of the WCC suggested that we meet with Mayor Diny to discuss other potential sites, which we did in June 2024.

The Mayor was supportive of our project and provided us with a number of key contacts within the city and county. These people include: Brad Lenz (City Planner), Jamie Polley (Parks, Recreation & Forestry) and Blake Opal-Wahoske (Marathon County Historical Society). Meeting with the Wausau Arts Commission on October 15 represents our first step after approval of the proposed site by Ms. Polley on September 27.

The marker itself is cast aluminum with a black background and silver lettering. If approved, it will be manufactured by Sewah Studios, the maker of markers for the WI State Historical Society. It is mounted on two metal posts in cement, does not require lighting and there is no maintenance. If the marker is damaged or vandalized, we would pay for its repair and there will be provisions in our will to maintain the marker. It will be installed by Mike Hase who has worked on numerous historic preservation projects in our community. The production time of six months would lead to installation in 2025.

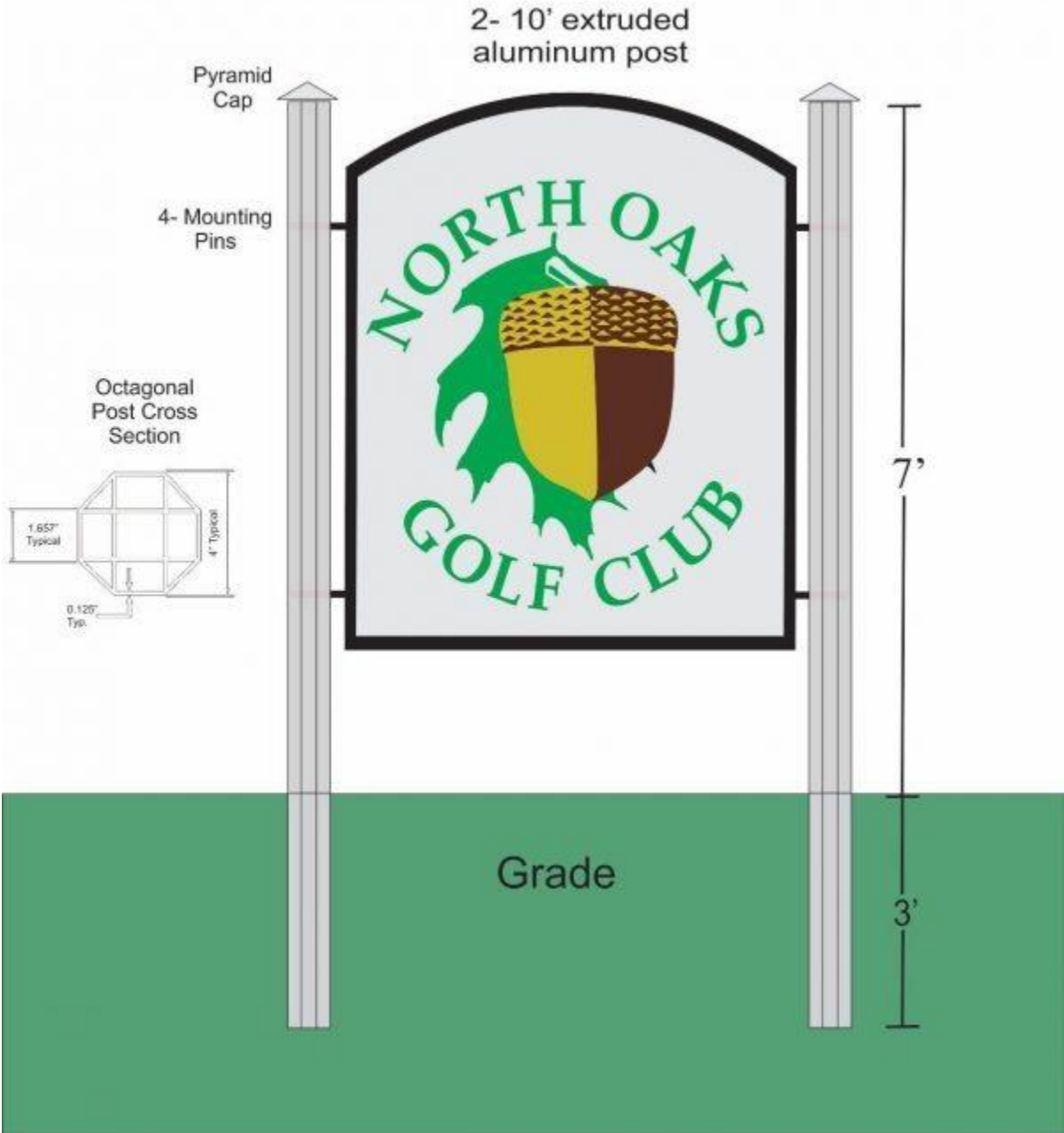
We welcome the opportunity to answer any questions you may have.

Michael and Colleen Thomasgard





Large markers are manufactured to suspend between 2 posts with 4 pins inserted into the sides of the marker and pre-drilled holes in the posts. The posts are inserted 3' into the ground with approx. 7ft. of post above grade for mounting the marker. The posts can be set in concrete or soil as desired.



Wasa Wausau Howasara

Wausau occupies the historic and contemporary lands of the Menominee and Ho-Chunk Nation whose shared origin stories connect them to this region of the great lakes. There is also historical evidence of Potawatomi and Sokaogon Ojibwe villages in the area and of Lac du Flambeau Ojibwe hunting and fishing camps. In several Algonquin languages, including Menominee and Ojibwemoin, “Wasa” translates to “Far Away Place.” The Ho-Chunk name for Wausau’s location is “Howasara” referencing a forest.

The 1836 Cedar Point Treaty with the Menominee Tribe ceded (yielded to retain other rights) to the U.S. government a land corridor three miles wide on each side of the Wisconsin River from roughly Wausau to Plover. The treaty allowed settlers access to waterfalls to power sawmills. In 1837 another treaty made with several Ojibwe bands ceded millions of acres of nearby forest that allowed lumbering on an even larger scale (White Pine Treaty 1837). This treaty is one of the foundations for the continued privilege of hunting, fishing and gathering wild rice by the Ojibwe people as well as ongoing resource management.

The influx of settlers into the Wausau area progressively displaced native people from their ancestral territories. Attempts to assimilate them adversely affected the retention of their traditional language and culture. Despite these challenges, they continue to live here, even to this day. Indigenous peoples have valued this region for its clean air, land and water since time immemorial. The people of Wausau share these same values and want the river to remain an essential part of our lives.

Erected 2025

V 12, Characters and spaces: 1657, 8/20/24, pp. 74-75

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: November 4, 2024, at 5:15 p.m. Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Jamie Polley – Parks Director, Colleen Thomasgard, John Robinson, Anne Marie Abuzzahab, Andrea Sczygelski

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present, and the meeting was called to order at 5:15pm.

3. Discussion and Possible Action: Approving Native American Land Acknowledgement marker in Riverlife Park – Colleen Thomasgard presented the placement of a marker at Riverlife Park for Native American Land Acknowledgement. Because the location is being placed in a park the request is coming to this committee for approval/denial before it goes onto the Plan Commission and City Council. The name of Wausau stems from five (5) different native American tribes that considered the Wausau area home. It would be nice to have a land acknowledgement for the current and future residence and visitors of the area to know the expanded history of the place and the people that were here. Questions were answered and discussion followed. **Motion** by Neal, second by Watson to approve the Native American Land Acknowledgment Marker in Riverlife Park. Motion **carried** by voice vote; vote reflected as 5-0.



Council Date 11/26/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
202581	9026 - Class I	LEE, BEN	705 S 24TH AVE WAUSAU WI 54401	2024 TURKEY TROT on 11/28/2024 Organized by UNITED WAY OF MARATHON COUNTY						

Total Licenses

0