

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MADISON
AND
ASSOCIATION OF MADISON FIRE SUPERVISORS

FOR THE PERIOD
MARCH 10, 2011 TO MARCH 9, 2014

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ARTICLE I
PREAMBLE AND STATEMENT OF PURPOSE

This Agreement made and entered into by and between the City of Madison (hereinafter referred to as the City) and the Association of Madison Fire Supervisors (hereinafter referred to as the Association). The intent and purpose of this Agreement is to:

- A. Provide an orderly procedure for the resolution of disputes concerning this Agreement's interpretation and/or implementation;
- B. To set forth herein the full and complete understanding of the parties concerning rates of pay, hours and other conditions of employment for the duration of the Agreement.

ARTICLE II
RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for the position classifications of Division Fire Chief, Deputy Fire Chief and Assistant Fire Chief.

ARTICLE III
ASSOCIATION ACTIVITIES

- A. Three representatives from the Association shall be paid regular salary for time spent in negotiations which are held during regular working hours. No payment will be made for negotiating time outside the representatives' normal work days.
- B. The names of the duly chosen representatives of the bargaining unit shall be submitted to the Labor Relations Manager and Fire Chief sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the Department.
- C. Association representatives may be granted time off without pay to attend City meetings pertaining to the welfare of members of the Association with the approval of the Fire Chief or his/her designated representative. The number of representatives shall be limited to four (4) and 24 hours advance notice shall be given to the Fire Chief.
- D. No Association member or officer shall conduct Association business on City time except as specified in this Agreement or as authorized by the Fire Chief, except that designated representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the working day for a reasonable length of time providing that permission is first secured from the Fire Chief or his/her designated representative. The Association shall furnish the Fire Chief with a list of designated representatives.
- E. No Association meeting shall be held on City time nor on City property.
- F. Recognition. The City will only assign Association members to the position of Officer-in-Charge (OIC), unless emergency or situation arises whereby an Association member is not available. Under these conditions, the Fire Chief, in mutual agreement with the Association, may select a non-association member for these duties, which include the

assignment to the Department's incident command vehicle. The duties of this position include, but are not limited to the daily management of suppression personnel during a specific shift or time period. The Officer-in-Charge (OIC) is also responsible for the overall management of emergency incidents.

ARTICLE IV DUES DEDUCTION

The Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Contract and may only be revoked upon thirty (30) days written notice.

The City agrees to deduct a monthly sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the monthly dues uniformly required of all members of the unit as certified by the Officers of the Association. Such deductions shall be made from the employee's pay for the second pay period in each month in which he/she has sufficient earnings to cover the same deductions for taxes, insurances, retirement and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that month. The provisions of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission as specified by State Statute 111.70(2) entitled, "Rights of Municipal Employer". The provisions of that paragraph shall be implemented upon submission of written notice to the Director of Labor Relations by the Association.

The termination notice must be given both to the Employer and to the Association. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

ARTICLE V MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City and the Fire Chief to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement and such powers or authority are retained by the City. These management rights include, but are not limited to the following:

- A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Fire Department.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Fire Department.

- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, and/or temporary, limited term, part time, emergency, provisional or seasonal employees.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- I. Contracting and Subcontracting: The Association recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights in the event of emergency, or essential public need or where it is uneconomical for City employees to perform said work.
- J. The City retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this Agreement.
- K. Any dispute with respect to Management Rights shall not in any way be subject to arbitration but any grievance with respect to the reasonableness of the application of said Management Rights may be subject to the grievance procedure contained herein.
- L. The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

ARTICLE VI NONDISCRIMINATION

The parties agree that they will not violate federal, State and municipal laws concerning discrimination in employment nor will they discriminate against any employee(s) covered by this Memorandum of Understanding because of Association or non Association affiliation.

ARTICLE VII GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute or disagreement as to the interpretation and application of any provision(s) specifically expressed in this Agreement.
- B. All grievances must be filed within ten (10) calendar days of knowledge of the circumstances giving rise to the grievance but in no event later than thirty (30) calendar days from the date of the occurrence or circumstances.
- C. The City shall recognize two (2) Association grievance representatives. The employee and/or Association representatives shall be allowed a reasonable amount of time without loss in pay if it is necessary to investigate and present a grievance to the City during normal working hours provided the commanding officer has been notified of the absence from work and provided the departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony.
- D. Items exempt from consideration for processing under this grievance procedure shall include, but not necessarily be limited to, the following: disciplinary actions; job classifications; promotional procedures; departmental operations, including orders given, response to such orders and the carrying out of required duties; all matters contained in 62.13 Wisconsin Statutes.
- E. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration, determination, or award shall be made by an arbitrator, which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.
- F. In the event that this Agreement is terminated for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to arbitration or termination of this Agreement.
- G. Procedure:
- Step One: An employee's grievance or those grievances submitted by the Association shall be made in writing to the Fire Chief. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Fire Chief shall submit a written reply giving the reasons for his/her determination to the employee and/or grievance representatives within seven (7) calendar days after receipt of the written grievance.
- Step Two: If both parties, having exhausted the grievance procedure herein, cannot settle a grievance, the Association may submit the issue(s) in dispute to an arbitrator by filing a letter of intent with the Fire Chief within fifteen (15) calendar days after the Fire Chief's or his/her representative's answer in Step One, with a copy of said letter forwarded to the Labor Relations Manager. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) calendar days after referral of such matter to arbitration, then either party shall request appointment of a panel of five (5) arbitrators from the

Wisconsin Employment Relations Commission, with the parties to alternately eliminate names until an arbitrator has been selected. The toss of a coin shall determine who shall eliminate first.

- H. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the employee and/or grievance representative involved in each step.
- I. Duties of the Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association and shall have no authority to make a decision on any other issue so submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning and application of the express terms of this Agreement. The decision of the arbitrator shall be final and binding on both the City and the Association. No award of any arbitrator may be retroactive for a period greater than thirty (30) calendar days prior to the presentation of the grievance at Step One.
- J. Fees and Expenses: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made providing it pays for the record.

ARTICLE VIII PROHIBITION OF STRIKES

The Association shall neither cause nor counsel its members, or any of them, to strike for any reason during the term of this Agreement, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal employer for any reason during the term of this Agreement. The occurrence of any such acts or actions prohibited in this section by the Association shall be deemed a violation of this Agreement and shall render the Association subject to the penalties provided herein. In applying the provisions of this section, all of its terms used herein shall be given the meaning commonly understood in the community. The Association shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Association. However, whether or not the Association is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to penalties prescribed by law or departmental regulation.

Upon notification confirmed in writing by the City to the Association that certain of its members are engaged in a wildcat strike, the Association shall immediately order in writing such members

to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Association shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the presentation of the City. In the event that a wildcat 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 such orders and/or take such action shall be considered in determining whether or not the Association caused or authorized, directly or indirectly, the strike.

ARTICLE IX VACATION LEAVE

- A. Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:
1. Satisfactory completion of six (6) months employment.
 2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived except:
 - a. With the recommendation of the Fire Chief and the permission of the Mayor or his/her designated representative.
 - b. When an employee successfully completes the original six months employment period in December or within the first six months of the calendar year.
 3. Vacation leave shall be accrued on the basis of continuous service including periods of paid absent time. Authorized leaves of absence without pay and periods of layoff shall not qualify as service time.
 4. Vacation leave selection shall be granted by seniority in accordance with the policy of the Fire Department.
 5. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during each year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for the purpose.
 6. In the event of the death of an employee, any unused vacation and holiday credits shall be added to the last payroll check due the employee.
 7. An employee shall receive his/her full vacation credit plus any unused accrued holidays in the contract year in which he/she retires.
 8. The conversion of up to two weeks of vacation shall be in accordance with departmental procedures. Under no circumstances shall such addition to the

employee's gross pay be included in calculating overtime rates or any other form of premium pay.

9. Members shall be permitted to carryover up to three (3) weeks of vacation to the succeeding year and shall be in accordance with Department procedures.

- B. Employees assigned to the forty (40) hour week schedule will earn vacation time as follows:

<u>Years of Service</u>	<u>Vacation Leave</u>
1 through 3	2 weeks
4 through 7	2-1/2 weeks
8 through 11	3 weeks
12 through 15	3-1/2 weeks
16 through 22	4 weeks
23 through 24	5 weeks
25 and over	5 weeks + 2 days

- C. Employees assigned to the forty eight (48) hour work week schedule shall earn vacation leave as follows:

<u>Years of Service</u>	<u>Vacation Leave</u>
1 through 3	2 weeks
4 through 7	2-1/2 weeks
8 through 11	3 weeks
12 through 15	3 1/2 weeks
16 through 22	4 weeks
23 through 24	5 weeks
25 and over	5 weeks + 2 days

ARTICLE X HOLIDAY LEAVE

- A. The following days are established as paid holidays for employees of the Association:

New Year's Eve afternoon (1/2 day)	12/31/2011; 12/31/2012; 12/31/2013
New Year's Day (January 1)	01/01/2012; 01/01/2013; 01/01/2014
Martin Luther King, Jr. Day	01/16/2012; 01/21/2013; 01/20/2014
Memorial Day	05/30/2011; 05/28/2012; 05/27/2013
Independence Day	07/04/2011; 07/04/2012; 07/04/2013
Labor Day	09/05/2011; 09/03/2012; 09/02/2013
Thanksgiving Day	11/24/2011; 11/22/2012; 12/28/2013
Day after Thanksgiving	11/25/2011; 11/23/2012; 12/29/2013
December 24 (Beginning at 7 a.m. until 7 a.m.)	12/24/2011; 12/24/2012; 12/24/2013
Christmas - December 25 (Beginning at 7 a.m. until 7 a.m.)	12/25/2011; 12/25/2012; 12/25/2013
Three Floating Holidays	

- B. Employees scheduled to work or recalled on a contract designated holiday shall be compensated at the rate of two times the employee's regular rate of pay for the hours worked.

- C. For employees who are regularly scheduled to work a normal shift on Sundays, Easter Sunday shall be designated as a holiday.

ARTICLE XI COMBINATION VACATION AND HOLIDAY SCHEDULE

Employees assigned to the forty eight (48) hour work schedule are subject to the vacation schedule which represents a combination of vacation and holiday leave, consistent with current department policy.

ARTICLE XII SICK LEAVE

- A. All employees shall be eligible for sick leave benefits for absence necessitated by illness, bodily injury (when not Worker's Compensation case), exposure to contagious disease (when confirmed by physician), and serious illness in the immediate family (including foster children) of the employee. All permanent full time and permanent part time employees who have designated a family partner shall also be eligible for sick leave pursuant to the provisions contained in this section except as otherwise provided herein. A family partner shall be defined as a person designated, in writing, by the employee as a family partner or that partner's children, stepchildren, or grandchildren. The Mayor shall establish rules and procedures for such designation of family partners.
- B. Sick leave shall be earned at the rate of .5 of a day per biweekly pay, but shall not exceed thirteen (13) days earned in any calendar year.
1. For employees assigned to the 48 hour week schedule, a day shall be defined as 12 hours.
 2. For employees assigned to the 40 hour week schedule, a day shall be defined as 8 hours.
 3. Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of 12 days and any unauthorized absence shall not constitute service time. Such absence shall act to reduce the maximum total sick leave accumulation allowable in the calendar year.
- C. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in F. of this Article.
- D. During the first six months of employment, employees may draw in advance on six days sick leave which shall be repaid to the City if the employee's service is terminated prior to the completion of the employee's initial six month employment period.
- E. Employees shall comply with the rules of the Department applicable to usage of sick leave as established by departmental memorandum entitled "Sick Leave Regulations".

- F. Beginning in 2009, employees shall receive a cash payment equal to 100% of any sick leave accrued in excess of 150 days. Such payment is to be made on the pay day prior to Christmas of each year.
- G. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee. At the option of the surviving spouse or dependents, such funds may be placed in an escrow account and will be used to pay the full premium of his/her continued participation in the hospital, surgical, and medical group coverage plan then in force for City employees until said funds are exhausted.

ARTICLE XIII BEREAVEMENT LEAVE

- A. Death in Immediate Family: Where there is a death in the immediate family of an employee, said employee shall be granted leave beginning from the time of death and ending at 7:00 a.m. on the second day following the funeral. In such circumstances, additional time off may be granted at the discretion of the Fire Chief and shall be charged to the accrued sick leave of the employee. Requests for additional time off shall be submitted in writing to the Fire Chief.
- B. The term, "immediate family" as used in this subsection shall be limited to the following: father, mother, spouse, spouse's grandparents, step-parents, children, step-children, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, foster children and great grandparents. Permanent employees who have designated a family partner pursuant to rules and procedures established by the Mayor shall be entitled to the leave established in Paragraph A in the event of death of the family partner or that partner's children, stepchildren, or grandchildren.
- C. Employees who are listed on vacation beginning from the time of death and ending at 7 a.m. on the second calendar day following the funeral of an immediate family member shall be allowed to re-select a maximum of three (3) work days designated as vacation.
- D. Death - Other than Immediate Family: Where there is a death of an employee's friend or relative, other than an individual referenced in A., the Chief of the Department, at his/her discretion, may authorize such employee to be absent from work and such absence shall be charged to the accrued leave of such employee. If the deceased resided in the home of the employee as other than a roomer or boarder, bereavement leave shall be on the same terms as provided in A. of this section.
- E. In the event any other employees within the City of Madison achieve a greater definition of immediate family than set forth in Section B above such expansion shall also apply to all employees covered by this Memorandum. Such expansion, if any, shall become effective concurrent with established effective dates.

ARTICLE XIV LONGEVITY PAY

- A. All employees shall receive longevity pay calculated to the nearest dollar subject to the following schedule and terms and conditions:

1. Schedule:
 - a. 3% of base pay at the beginning of the 5th year of continuous employment.
 - b. An additional 3% (total of 6%) of base pay at the beginning of the 10th year of continuous employment.
 - c. An additional 2% (total of 8%) at the beginning of the 14th year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the 16th year of continuous employment.
 - e. An additional 1% (total of 10%) of base pay at the beginning of the 18th year of continuous employment.
 - f. An additional 1% (total of 11%) of base pay at the beginning of the 20th year of continuous employment.
 - g. An additional 1% (total of 12%) of base pay at the beginning of the 25th year of continuous employment.

- B. Longevity payment shall be effective on the first day of the biweekly pay period following the completion of the required length of service.

ARTICLE XV WORKERS COMPENSATION

Effective on the execution date of this agreement, in the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at ninety percent (90%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty six (36) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

ARTICLE XVI DISABILITY LEAVE OF ABSENCE

Those employees incurring disabilities not duty connected shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:

- A. The employee shall apply for such leave, in writing, to the Fire Chief.
- B. The employee shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the employee is able to work.
- C. The employee shall submit to the Fire Chief a physician's statement of release for work before returning to work.

- D. During such period of leave, the City will continue to make its normal contribution towards health insurance premiums.

ARTICLE XVII MILITARY LEAVE

- A. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen (15) work days in a calendar year for the purpose of attending duly ordered field camps of instruction or instruction from school.
- B. Employees who are called to duty by reason of national or international civil disobedience, disorder, or insurrection shall be granted a leave of absence not to exceed three (3) calendar weeks or a period of fifteen (15) work days.
- C. Employees granted leave under paragraphs 1 and 2 of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.
- D. Any employee who has exhausted his/her leave under XVII, A or B in any calendar year and who needs additional leave during the federal fiscal year that "overlaps" the last one-quarter of the calendar year may use any or all of the military leave available, however, that no such employee may use more than the leave available in the subsequent year.

ARTICLE XVIII INSURANCE

- A. Health Coverage
1. For calendar years 2011 and 2012, the City will contribute a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area towards the monthly premium for family coverage or towards the monthly premium for single coverage.
 2. Effective January of 2013, the employee will pay 6% of the premium of any Qualified Tier 1 health insurance plan selected from the health care providers offered in the Wisconsin Public Employer's Group Health Insurance plan's Dane County service area, for family or single coverage. If any plan outside the aforementioned plans is selected, the Employer costs will not exceed the Employer costs for a Qualified Tier 1 plan described herein.
 3. Effective January of 2014, the employee will pay 12% of the premium of any Qualified Tier 1 health insurance plan selected from the health care providers offered in the Wisconsin Public Employer's Group Health Insurance plan's Dane County service area, for family or single coverage. If any plan outside the aforementioned plans is selected, the Employer costs will not exceed the Employer costs for a Qualified Tier 1 plan described herein.

4. The City shall retain the right to change insurance carriers and/or administrators.
5. The City shall continue health premium contributions during disability leave of absence not to exceed six (6) months. The City's contribution will be discontinued if the employee retires during this period.
6. The City will contribute an amount not to exceed that amount set forth in paragraph 1 above toward the monthly premium for single or family coverage for employees who elect to retire and are eligible for Wisconsin Retirement Fund benefits between the age of fifty (50) and fifty-four (54). Such contributions shall be discontinued when an employee reaches the age of fifty five (55).
7. Retired employees may, at their option, continue to participate in the health insurance programs as referenced above, in addition, the City will make Medicaid Supplement and Medicare Supplement Plans available to those employees qualified for Medicaid and/or Medicare; however, premiums for said insurance must be paid by the retiree. If a retired employee discontinues participation in an HMO and at a later date wishes to re-enroll, he/she may do so if such is acceptable to the HMO.
8. All members of AMFS will pay \$25.00 per month for family health insurance or \$15.00 per month for single health insurance in addition to any premium of their chosen insurance carrier beyond 105% of the lowest bidder in the State Health Insurance Plan through 2011.
9. The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
 - a. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - 1) In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - 2) Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - 3) Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
 - 4) Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and
 - 5) Eighteen (18) years of age or older; and
 - 6) Competent to contract; and
 - 7) Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and

- 8) Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
- 9) Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:
 - i. Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan

OR

- ii. Two (2) of the following:
 - Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
 - Durable property or health care power of attorney
 - Joint ownership of motor vehicle
 - Joint checking account or joint credit account
- b. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resource's Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.
- c. Acknowledgment: Employees applying for this benefit shall certify that:
- 1) Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.
 - 2) The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
 - 3) The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
 - 4) The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.

- 5) This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
 - 6) That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
- d. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 105% of the cost of the lowest family plan health insurance option and 105% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.
10. If an employee not enrolled in the City health insurance plan enrolls in said plan prior to retirement, the City agrees to reimburse the employee for the three (3) month premium gap that occurs because he or she is required to participate in the "Standard Plan" offered by the Wisconsin Public Employer's Group Health Insurance plan for that period before he or she can enroll in the other health care provider options. The premium gap means the difference between the City contribution in accordance with this Article and the cost of the "Standard Plan" premium. Reimbursement for the excess premium amount paid shall be made as soon as possible after the employee retires. Each employee is entitled to the premium gap payment one time. For example, if an employee enrolls in a family plan and is required to enroll in the Standard Plan, the City will make its normal premium contribution as required in this Article and it will reimburse said employee after his or her retirement for the difference between said contribution and the premium paid by the employee for the Standard Plan for the three (3) month period.
 11. Effective January 1, 2002, employees who have spouses or registered domestic partners who are also employed by the City shall not be allowed to maintain two (2) family coverage plans. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan
 11. In the event that an employee is killed in the line of duty or their death is covered by any presumptive legislation in the state of Wisconsin, the City shall continue to contribute/reimburse the appropriate monthly premium for health insurance as indicated in Paragraphs A and B above, for surviving dependents. The City shall continue said contribution until such time that the employee's spouse remarries, is eligible for comparable health insurance coverage or when the employee would have reached the age of fifty five (55) years.

B. Dental Insurance:

The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to benefits provided or premium rates.

ARTICLE XIX RETIREMENT PAY

- A. Employees who retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities, shall receive the equivalent value of up to one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the employee's regular rate of pay plus any longevity and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board. These funds will be placed in an escrow account and will be utilized to pay the full premium of his/her continued participation in the hospital, surgical, and medical group coverage plan then in force for City employees until said funds are exhausted. Should the retired or disabled person expire prior to the exhaustion of the said escrow account, the remaining funds shall be utilized to pay the full premium of the surviving spouse, and eligible dependents, if any, in the hospital, surgical, and medical group coverage plan then in force until such funds are exhausted.
- B. Employees shall have the option of electing the above provisions or shall, under the above outlined conditions, receive the cash equivalent of one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the prevailing rate plus any longevity and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability as soon as the employee's disability has been established by the Social Security Office or the Wisconsin Retirement Fund Board, or other public employment fund annuities. Said employees will exercise this option at the same time and the selection shall be final and irrevocable.
- C. Employees who retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments, or other public employment fund annuities, shall receive the equivalent value of 100% of their accumulated unused sick leave credits, not to exceed 163 working days' compensation, computed at the prevailing rate plus any longevity pay and incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board. The value of any accrued unused sick leave payout will be calculated based on the employee's work schedule in place at the time the sick leave was earned. (Refer to Article XII(B)1 & 2).

The City will, on behalf of employees, in accordance with Internal Revenue Service regulation, deposit such funds or a percentage thereof with the Vantage Care Retiree Health Savings in Article XXI. The parties intend that such deposits will not constitute "constructive receipt" on the part of the employee.

- D. Retired employees who are either subpoenaed or recalled by the City of Madison or their appointed council, the Dane County District Attorney or the Dane County Corporation Counsel to either give testimony or in the preparation to give testimony in any preceding about events arising from their employment with the City of Madison shall be compensated at a rate of time and one half (1 1/2) the employee's regular rate of pay, but not less than three (3) hours pay. The rate of pay is to be determined by the salary schedule in effect at the time of the employee's retirement.

ARTICLE XX LIFE INSURANCE AND PENSION PLAN

- A. The City will continue enforcing a Life Insurance Program through the Hartford Life Insurance Company. Any changes to this program must be approved by the Association.
- B. The City agrees to provide a life and total disability insurance benefit for all commissioned members of the Fire Department, equal to one and one half (1 1/2) year's pay in addition to Worker's Compensation benefits. The City shall pay such individual employee premiums required for the purposes of such insurance.

Payment of this benefit shall be made in case of duty incurred death or total disability. For purposes of this benefit, the term total disability shall mean a disability sufficient to cause the granting of a disability pension under the respective public employee pension programs. No benefits under this provision shall be applicable to any employee beyond retirement age.

- C. The City shall pay the employer and employee cost of the Wisconsin Retirement Fund contributions (Wisconsin Statute Chapter 41). Further, all such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the participating employee, and all such payments of contributions made by the City shall be available for all Retirement Fund benefit purposes. Beginning with the first pay period including January 1, 2012, each employee shall pay the same contribution required by a general municipal employee as determined by the Employee Trust Fund Board.
- D. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained. The Insurance Premium shall be waived for unit members with 100 days or more of accrued sick leave (regardless of the number of sick days unused in the past year).

ARTICLE XXI RETIREE HEALTH SAVING PLAN

AMFS members are participants in the ICMA Vantage Care Retiree Health Savings Plan. ICMA will act as the Plan Administrator for the plan. The City of Madison agrees to contribute to the Plan on behalf of the members of AMFS. AMFS will advise both the City of Madison and ICMA of the appropriate bi-weekly (as needed) and post-retirement (annually) contribution schedule.

In addition to any employee contribution to Retiree Health Insurance Coverage, the City will contribute \$15.00 per month to individual retiree health plan accounts beginning in January,

2010. The City will contribute a total of \$30.00 per month to individual retiree health plan accounts beginning in January, 2011.

ARTICLE XXII LEGAL PROTECTION

In the event an employee is proceeded against or is the defendant in an action or special proceeding in his/her official capacity, or arising out of his/her employment by the City, the City agrees to pay all reasonable attorney's fees required by the provisions of Sections 62.115, 270.58 and/or 895.35 of the Wisconsin Statutes governing the obligations by the City to such employee, except in the event the action or special proceedings are brought by the City against the employee. In any event, the City Attorney shall determine whether legal counsel shall be furnished to such employee by the City Attorney or his/her designee.

ARTICLE XXIII CLOTHING ALLOWANCE

- A. The City shall contribute \$63.00 per month towards uniform and clothing expenses to ensure the professional appearance of Association members.
- B. Beginning with the pay period that includes July 1, 2007, and annually thereafter, the clothing allowance will be increased by the percent of wage increase negotiated in the respective succeeding agreement.
- C. The City shall replace uniform articles damaged in the performance of emergency duties.
- D. Members of the Department represented by the Association shall have twelve (12) months from the time of their appointment to Chief Officer to purchase uniform items from their reconciled existing clothing account.

ARTICLE XXIV SUNDAY PREMIUM AND DUTY PAY

- A. Sunday Premium: In addition to all other compensation provided, employees assigned to shifts on Sunday shall receive a shift differential of twelve (12) dollars.
- B. Duty Pay: A 40/48 hour employee assigned by the Employer to be on standby duty during hours outside the employee's general work schedule shall be compensated at the rate of two dollars (\$2.00) per hour for such assignment. An employee who is the Duty chief shall be immediately accessible by telephone, radio or other departmentally approved communication device and shall be available for immediate response. Assignment as Duty Chief shall not count as hours worked. Employees who are called back for additional work hours while they are on Duty Chief assignment shall be compensated for such time worked pursuant to applicable provisions of the Memorandum of Understanding and shall not receive duty pay for such period. Employees not assigned as Duty Chief shall be subject to call back pursuant to the Rules of the Department and applicable provisions of the Memorandum.

- C. Common Mess: All station meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

ARTICLE XXV
OTHER RIGHTS RESERVED

Notwithstanding any other provisions of this Agreement to the contrary, the City and the Association reserve the right to enforce any other legal rights to which they are entitled.

ARTICLE XXVI
NOTICES

- A. All written notices sent by the Association to the City shall be directed to the Labor Relations Manager.
- B. All written notices sent by the City to the Association shall be directed to the Association President.

ARTICLE XXVII
SAVINGS CLAUSE

If any Article or Section of this Agreement or any Addenda thereto shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby. The voided provision shall be renegotiated at the request of either party.

ARTICLE XXVIII
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Common Council.

ARTICLE XXIX
SALARY SCHEDULE

The following is the pay schedule for employees represented by the Association. The salary schedule (1) shall be effective the pay period including March 10, 2011, the salary schedule (2) shall be effective the pay period including December 11, 2011, the salary schedule (3) shall be effective the pay period including December 9, 2012, and the salary schedule (4) shall be effective the last pay period of 2013.

Bi-weekly Base Rate Salary Schedule:

RANGE 1	
1	3268.28

2	3333.65
3	3400.32
4	3502.33
RANGE 2	
1	3706.20
2	3780.32
3	3855.93
4	3971.61
RANGE 3	
1	3824.81
2	3901.31
3	3979.33
4	4098.71

- 1 - 0%
- 2 - 2%
- 3 - 2%
- 4 - 3%

In addition to all other compensation provided, all employees shall receive \$6.00 per biweekly pay period.

Pay Range Assignments		
Position Classification	Pay Range	Hours/Week
Division Fire Chief	1	40 or 48
Deputy Fire Chief	2	40 or 48
Assistant Fire Chief	3	40 or 48

ARTICLE XXX MISCELLANEOUS

The Fire Chief, at his/her discretion, may call back an employee for additional work hours. Officers so assigned shall be compensated at their regular hourly rate of pay for each hour worked in excess of their normal work schedule. All hours worked in the capacity of extra work assignments (EWA) will be considered mandatory work hours. All twenty-four (24) hour EWA's scheduled on a furlough shall be paid twenty-four (24) hours of straight pay.

At the discretion of the Fire Chief, employees shall receive compensatory time off in lieu of cash payment up to a maximum of 120 hours for a forty hour per week employee or 144 hours for a forty eight hour per week employee, with such compensatory time being taken with the approval of the Fire Chief.

At the employee's option, compensatory time up to a maximum of 144 hours may be carried into the next calendar year provided employees notify the Fire Chief of this intent by November 1 of the year in which they intend to carry-over said hours. If notice is not received by November 1, all compensatory time will be paid out on the paycheck prior to December 25.

Required use of City emergency vehicles. Association members will use City emergency vehicles to respond to emergency incidents from their residences during off duty hours.

ARTICLE XXXI
DRUG AND ALCOHOL TESTING

The City has the right to conduct drug/alcohol testing for all positions covered by this agreement for:

- Reasonable suspicion
- Post accident
- Return to Duty
- Follow-up

Positions covered by this Agreement may also be subject to random testing

The program will follow the language of City APM 2-23.

ARTICLE XXXII
RESPONSE TO CALLS

All members of AMFS, when available, will respond to all second alarm fire calls, or to an official "all Call" generated by the OIC through the 911 Center in an assigned Madison Fire Department car or Fire Department apparatus. Therefore, all members of AMFS will be allowed to take their assigned vehicles home. Individuals who do not respond may be required to provide an explanation to the Fire Chief.

ARTICLE XXXIII
RESIDENCY

The City will allow Division Chiefs to live up to a fifteen (15) road mile radius of the Capitol as determined by Map Quest. This provision will go into effect upon the approval of the agreement by the City Council.

Any AMFS member who lives up to a fifteen (15) road mile radius of the Capitol as determined by Map Quest, but outside of the City of Madison will forfeit 1% of their next longevity raise effective in 2007 and beyond.

No AMFS member will be allowed to live beyond a fifteen (15) road mile radius of the Capitol as determined by Map Quest.

ARTICLE XXXIV
DURATION OF AGREEMENT

This Memorandum of Understanding shall be effective as of March 10, 2011, and shall remain in full force and effect until its expiration date, March 9, 2014.

Dated at Madison, Wisconsin, on this _____ day of _____, 2011.

CITY OF MADISON

ASSOCIATION OF MADISON
FIRE SUPERVISORS

MAYOR

PRESIDENT

COMPTROLLER

VICE PRESIDENT

CITY CLERK

SECRETARY/TREASURER

LABOR RELATIONS MANAGER

Approved as to form only, on this _____ day of _____, 2011.

CITY ATTORNEY