



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE
Date/Time:	December 10, 2024, at 5:15 PM
Location:	City Hall (407 Grant Street) - Council Chambers
Finance Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney
HR Members:	Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- Minutes of the previous meeting(s) (10/09/2024, 10/14/2024, 10/16/2024, 10/29/2024, 11/26/2024).
- Discussion and possible action amending Wausau Municipal Code 3.25.090 and 3.25.100 (Room Tax Interest and Penalty assessment).
- Discussion and possible action on approving Purchase of Animal Impoundment Services Agreement.
- Discussion and possible action on approving Joint Powers Agreement with Marathon County regarding E911/NG-911 system.
- Discussion and possible action approving sole source purchase request for hazmat safety equipment with Clarey's Safety Equipment for the Wausau Fire Department.
- Discussion and possible action approving sole source purchase request for Elevator Service Contract with Schindler Elevator Corporation for the Department of Public Works.
- Discussion and possible action approving Cintas Corporation contract for janitorial supplies.
- Discussion and possible action on proposal to expand Wausau Fire Department hiring criteria to include EMT-Basic Candidates and implement an In-House Paramedic Apprenticeship Program.
- CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of purchasing properties taken by Marathon County due to foreclosure of tax liens; and relating to approval of purchasing and assembling of properties along the west riverfront for the relocation of the public works garage and pedestrian trail acquisition.
RECONVENE into Open Session, for discussion and possible action on closed session items.

JOINT FINANCE AND HUMAN RESOURCES COMMITTEE AGENDA ITEMS - AMENDED

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

Adjourn

Michael Martens, Chairperson
Becky McElhaney, Chairperson

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

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom 12/09/2024 at 4:40 PM.

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

FINANCE COMMITTEE – BUDGET SESSION #1

Date and Time: Wednesday, October 9, 2024 @ 6:00 p.m., Council Chambers

Members Present: Micheal Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke

Members Absent: Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Allen Wesolowski, Todd Baeten, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:04 p.m.

Budget Discussions and Actions regarding Recommending a 2025 Budget including setting the 2025 Fee Schedule.

The 2025 Capital Improvement Project Budget was presented by MaryAnne Groat, Finance Director. Discussion was held. No action taken.

Link to the 2025 Capital Improvement Program Planning Book:

<https://www.wausauwi.gov/home/showpublisheddocument/11711/638538937698600000>

Adjourn

Motion by Henke, second by McElhaney, to adjourn the meeting. Motion carried. Meeting adjourned at 6:53 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=myXiHkQs4kw>

FINANCE COMMITTEE – BUDGET SESSION #2

Date and Time: Monday, October 14, 2024 @ 6:00 p.m., Council Chambers

Members Present: Micheal Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Solomon King, Eric Lindmen, Dustin Kraege, Todd Beaten, Jeremy Kopp

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:00 p.m.

Budget Discussions and Actions regarding Recommending a 2025 Budget including setting the 2025 Fee Schedule.

The 2025 Operating Budget was presented by MaryAnne Groat, Finance Director. Discussion was held. No action taken.

Link to the 2025 Budget Book:

<https://www.wausauwi.gov/home/showpublisheddocument/12669/638648621517800000>

Adjourn

Motion by Tierney, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:38 p.m.

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

FINANCE COMMITTEE – BUDGET SESSION #3

Date and Time: Wednesday, October 16, 2024 @ 6:00 p.m., Council Chambers

Members Present: Micheal Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke

Members Absent: Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Todd Baeten, Nate Cihlar, Eric Lindmen, Dustin Kraege, Solomon King, Jeremy Kopp, Jamie Polley

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:02 p.m.

Budget Discussions and Actions regarding Recommending a 2025 Budget including setting the 2025 Fee Schedule.

The finalized 2025 Operating and Capital Improvement Project Budgets was presented by MaryAnne Groat, Finance Director. Discussion was held. No action taken.

The budget reduction proposal for expense saving to move the two police officers serving the downtown area from the general fund to grants fund was discussed. Gisselman stated there should be a report on the effectiveness of the officers. It was stated the last two quarterly reports by the Police Department presented to the Public Health & Safety Committee include updates on the impact of those officers. Martens questioned how much would have to be cut in the budget if the officers position funding would be left in the general fund to meet expenditure restraint. It was stated \$210,000 would be needed. McElhaney questioned the downfall of putting these positions towards grant funding. It was stated future budgets would be impacted amongst other increases needed in the budget. Martens stated support for keeping the officer position funding in the general fund as to minimize the impact of future budgets. Henke suggested splitting the funding source among the two officers for funding one officer by general revenue and one officer from grant funding.

The budget reduction proposal for expense savings to cancel membership to the US Mayor's association by the Mayor's Office, move loan software from the general funds to TID and other revolving funds by the Finance Department was discussed. Martens stated this was low hanging fruit to cut expenses.

The budget reduction proposal for expense saving to eliminate window cleaning at city hall, the police stations, and the fire stations by the Facilities Department was discussed. Martens stated this was low hanging fruit to cut expenses. Gisselman stated the city hall should be maintained to its highest quality to represent the city well. Henke stated support for window cleaning as the cleanliness of city hall is often noted.

The budget reduction proposal for expense savings to close one pool by the Parks Department was discussed. Martens stated this was a non-starter as the city had not even finished paying for these projects.

The budget reduction proposal for expense savings to eliminate Sylvan Hill operations by the Parks Department was discussed. Martens stated this was a big amenity that is often operated at a loss as an improvement in quality-of-life operation that many other municipalities do not have themselves. Gisselman questioned if the fee schedule could be investigated to cover the costs of the operation.

The budget reduction proposal for expense savings to eliminate flower baskets downtown by the Parks Department was discussed. Henke stated this was a proposed cut that would upset a number of residents and that this could hinder the promotion of the downtown.

The budget reduction proposal for expense savings to eliminate the Dragon Natural Speaking software by the Police Department was discussed. Martens questioned if the low utilization rate justified the reduction. It was stated the utilization rate was down year over year prompting the proposed cut. Martens questioned if this technology could be used with other technologies contracted to the department. It was stated this was possible especially with the lower utilization rate.

The budget reduction proposal for expense savings to decrease the overtime budget by the Police Department was discussed. McElhaney questioned the impact of the reduction. It was stated this would be done without an impact of services and by being more cognizant of authorizing overtime for administrative activities that can wait for regular hours. Martens stated the public safety fee for ticketed events could help with this reduction.

The budget reduction proposal for expense savings to eliminate the animal control program by the Police Department was discussed. Martens noted the significant effort put into redefining the program in the previous year. It was stated there was a want for the Common Council to see how that new program would pan out over a year. McElhaney questioned if this would eliminate the humane officer training. It was stated that the training would continue with sworn officers regardless.

The budget reduction proposal for expense savings to postpone hiring a vacant Assistant City Attorney by the Attorney's Department was discussed. McElhaney questioned if this helps with meeting the expenditure restraint. It was stated this would be a temporary help to reduce expenditures. Gisselman questioned if the department could operate without an additional attorney with the current workload. Martens questioned if it would take a couple of months to fill this position even if it was posted now and stated this could be a viable reduction.

The budget reduction proposal for expense savings to eliminate leaf pick up by the Department of Public Works was discussed. Henke stated this proposal would not reduce the phosphorus discharge rate and stated a yard waste day in the fall could be an alternative. McElhaney stated this is seen as a service which is expected by residents as a return on a higher property tax rate and expressed safety concerns if people need to walk on roads that have large leaf piles alongside. Gisselman stated this is a tree city for which we should be proud and this a service that is needed due to that characteristic. McElhaney question if eliminating one pick up would be a viable option. It was stated this is a tricky thing to plan for with weather and capacity considerations. Martens stated a similar question. It was stated the cost savings would likely be minimal if there was a reduction in services. Gisselman stated the importance in 2025 to get ahead of a possible reduction to give residents notice.

The budget reduction proposal for revenue increases to modify township rates by the Fire Department was discussed. Henke stated other municipalities are getting a great service by the department provided to residents of other municipalities who do not pay city property taxes. Henke further questioned if there were state rules on the amount that these rates can be charged at. It was stated there were no general rules on rates and the only risk would be if a township decided to seek another municipality to cover those services. Martens questioned if this was part of a mutual aid assistance. It was stated this would not impact that assistance agreement. McElhaney stated city residents can't subsidize these services for non-city residents.

The budget reduction proposal for revenue increases to remove airboat from service and sell by the Fire Department was discussed. Martens questioned the annual maintenance fee for the airboat. It was stated the maintenance had a high cost. McElhaney questioned how often the vehicle is used. It was stated this has been utilized 26 times since its initial purchase in 2017.

The budget reduction proposal for eliminating the warning for first annual parking offenses downtown for time expired, overtime, and no permit violations by the Police Department was discussed. Martens stated the city changed parking goals in 2019 and stated the one free warning was to get people used to the new system. It was stated that after five years, people should be used to the new system. Henke questioned if there would be a change in parking enforcement staff. It was stated this would not require more staffing. Gisselman questioned the revenue increase amount. It was stated it would be flexible in the amount collected as people may be more careful with parking violations with this change. Martens stated concerns with balancing the budget based on enforcement of violations. McElhaney stated a large savings would be punitive. It was stated that \$40,000 would be a better estimate for a possible revenue increase in the budget.

The budget reduction proposal for revenue increased to initiate vehicle lockout service fees of \$40 and modify the false alarm fee schedule and eliminate the second annual free alarm response rate structure by the Police Department, and levy fees for lock out assistance using Knox Box Keets and modify reinspection charges by the Fire Department was discussed. Martens stated surprise that the department had offered a free vehicle lockout service for so many years and stated concerns on the administrative cost of collection on those invoices.

The budget reduction proposal for revenue increased to implement a public safety fee to cover 400 Block Concerts via permit fee adjustment by the Police Department was discussed. Martens stated the focus should be on ticketed events.

The budget reduction proposal for revenue increase to levy a special event public safety charge for ticketed events was discussed. Gisselman questioned how the revenue increase amount was calculated. It was stated this was using past estimates of previous ticket sales for these events with the estimated \$1 per ticket fee. Gisselman questioned if the Wisconsin Valley Fair was currently being charged. McElhaney questioned if other city services were charged for providing such services and the overtime impact of past services offered by the Fire Department of a special event. It was stated services are provided and done so in a way to ensure regular services are not impeded. McElhaney stated attendees of these events are not just city residents, but city residents pay for the services offered. Martens stated the fees could be used for other services the city offers to special events.

Without objection, public comment was provided.

1. Peter Valiska, current President of the Board of Directors for Wausau Area Events – spoke on concerns of adding fees to special events for public safety.
2. Alissandra Aderholdt, current Executive Director at Wausau Area Events – spoke on concerns of adding fees to special events for public safety.

Martens directed staff to compile a complete outline of the proposals discussed to bring to the next Finance Committee meeting to bring a finalized motion for the committee to consider.

Link to the 2025 Budget Book:

<https://www.wausauwi.gov/home/showpublisheddocument/12669/638648621517800000>

Link to the 2025 Capital Improvement Program Planning Book:

<https://www.wausauwi.gov/home/showpublisheddocument/11711/638538937698600000>

Adjourn

Motion by Henke, second by McElhaney, to adjourn the meeting. Motion carried. Meeting adjourned at 7:20 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=W6Y1zwYfsEU>

FINANCE COMMITTEE – BUDGET SESSION #4

Date and Time: Tuesday, October 29, 2024 @ 5:15 p.m., Council Chambers

Members Present: Micheal Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:22 p.m.), Chad Henke (left at 6:05 p.m.), Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Jeremy Kopp, Eric Lindmen

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:18 p.m.

Budget Discussions and Actions regarding Recommending a 2025 Budget including setting the 2025 Fee Schedule.

The budget reduction proposal for expense savings to eliminate window cleaning at city hall, the police stations, and the fire stations by the Facilities Department was discussed. Gisselman stated the best must be presented to the residents of the city and that means a clean city hall. Martens stated a good appearance is priceless and stated this is a low priority to cut.

The budget reduction proposal for expense savings to stop funding state mandated assessor training by the Assessment Department was discussed. Martens stated this would be a no-go as this is state mandated and part of these employee's job description.

The budget reduction proposal for expense savings to close one pool by the Parks Department was discussed. Gisselman stated being in favor of pools and stated support for expanding pool operations as they are a valuable resource. Tierney stated concerns with other pools needing to close for maintenance leading to overcrowding at the only potentially open pool. Martens stated that once infrastructure is turned off, it becomes harder to reopen citing concerns on future reopening should the pool close.

The budget reduction proposal for expense savings to eliminate Sylvan Hill operations by the Parks Department was discussed. Gisselman stated support of this operation for winter fun and as a service to residence. Martens stated concerns of the loss of funds when a light winter reduces operation at the expense of overhead costs.

The budget reduction proposal for expense savings to eliminate flower baskets downtown by the Parks Department was discussed. Tierney stated this was a cost on residents that could be looked at to cut. McElhaney stated residents supported the flower baskets that looked nice and requested that this not be eliminated if other reductions can be made.

The budget reduction proposal for expense savings to eliminate the animal control program by the Police Department was discussed. Tierney questioned if animal control calls would just be handled by the department. It was stated animal control calls would be handled regardless of the program level to be handled by sworn officers. Martens stated there was a balance in an animal control fund that could be used to continue the program as a pilot. Gisselman stated support of the program as was recently reformed by the Common Council as promised to the citizens. Martens stated a preference to see if the pilot program was successful. Henke stated similar support of seeing how the pilot program operates.

The budget reduction proposal for expense savings to eliminate recruiting expenses by the Police Department was discussed. Martens questioned if there was value in those efforts. It was stated recruitment was valuable but there was an anticipated lower level of recruitment in the next year. Gisselman questioned how much was spent on recruitment. It was stated the full \$4,000 was used in the current fiscal year.

The budget reduction proposal for expense savings to reduce CSO hours by the Police Department was discussed. Tierney questioned if the elimination of the animal control program would negate this proposal. It was stated the remaining funds should be used in the CSO budget.

The budget reduction proposal for expense savings to eliminate leaf pick up by the Department of Public Works was discussed. Tierney questioned how much it would be to eliminate one leaf pick up. It was stated it would be \$56,000 to reduce that service. Tierney stated support with reducing the service to one leaf pick up with a preference to the later pick up timeframe.

The budget reduction proposal for revenue increases to create a \$25 wheel tax by the Engineering Department was discussed. Tierney stated this is an item that should be discussed in the future. Martens also stated this should be a future consideration should levy limits offer little other options.

The budget reduction proposal for revenue increases to bill for fire services was discussed. Tierney stated opposition to this proposal as it creates additional burdens on people who experience a devastating fire. McElhaney questioned if services are charged for EMS calls where a patient is not transported. It was stated those services are not billed if there is minimal patient contact as an added service provided. Henke stated this was an idea that could be considered in the future. Martens stated more information would be needed to enact on this now.

The budget reduction proposal for revenue increased to implement a public safety fee to cover 400 Block Concerts via permit fee adjustment by the Police Department was discussed. Tierney questioned why concerts would be charged but other events would not. It was stated the fees would be based on the level of services needed. Tierney stated that these fees should be applied to other events.

The budget reduction proposal for revenue increase to levy a special event public safety charges for ticketed events was discussed. Henke stated support of having the Public Health & Safety Committee create a policy for implementing the fees for any ticketed event the Police and Fire Department needs to be at and allocate half the proposed revenue from fees to that effort. McElhaney stated support for staff to explore this policy with the committee and stated this was supported by the community as it is charged in other municipalities for those services. McElhaney stated this demonstrates the expense of delivering those services. Martens stated support for the charges over eliminating the animal control program and other budget reduction proposal for expense savings. McElhaney questioned if the overtime towards special events was tracked to give an idea of the expense. It was stated these events were not formally tracked but estimated to be \$100,000 in overtime expenses. McElhaney stated opposition to the budget if this proposal is not included to prevent cutting further services, such as leaf pick up, by city residents at the expense of non-city residents attending these events which require city services. Gisselman questioned how additional funds generated would be accounted. It was stated additional funds would close out to reserves and would only be used for additional department capital expense if directed.

Without objection, staff are directed to use \$70,000 as a revenue increase to levy special event public safety charges for ticketed events and not move forward on other budget reduction proposals for expense savings to meet the Mayor's goal of increasing the levy by under 2.5% and send that proposal to the Public Health & Safety Committee to implement a policy on levying the fees.

Henke is excused from the rest of the meeting.

Motion by Tierney, seconded by McElhaney, to increase the budget amount for the Washington Street siphon project. Motion carried 4-0.

Motion by Gisselman, seconded by Tierney, to approve the fee schedule as printed in the packet. Motion carried 4-0.

The budget reduction proposal for revenue increases to remove airboat from service and sell by the Fire Department was discussed. Martens shared concerns of the Fire Chief as to not having a solution to take place of the airboat should it be sold. Martens directed that revenue increase to be removed from consideration as it does not impact the levy targets.

Gisselman questioned the increases in the Fire Department and Police Department budgets. It was stated many of those increase for the Fire Department were towards increases in staffing as increases in firefighter positions had not been increased gradually over time but at once recently which accounts for those increases many of which are covered by grants.

Motion by McElhaney, seconded by Tierney, to approve the 2025 Budget as amended in the subsequent budget sessions. Motion carried 4-0.

Link to the 2025 Final Budget Book:

<https://www.wausauwi.gov/home/showpublisheddocument/12870/638669319927630000>

Link to the 2025 Initial Budget Book:

<https://www.wausauwi.gov/home/showpublisheddocument/12669/638648621517800000>

Link to the 2025 Capital Improvement Program Planning Book:

<https://www.wausauwi.gov/home/showpublisheddocument/11711/638538937698600000>

Discussion and possible action 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

Motion by McElhaney, seconded by Gisselman, to approve. Motion carried 4-0.

Adjourn

Motion by Tierney, second by Gisselman, to adjourn the meeting. Motion carried. Meeting adjourned at 6:45 p.m.

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

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Date and Time: Tuesday, November 26, 2024 @ 5:15 P.M., Council Chambers

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Human Resources Committee Members Present: Becky McElhaney (C), Gary Gisselman, Michael Martens, Vicki Tierney

Human Resources Committee Members Excused: Terry Kilian (VC)

Others Present: Mayor Diny, MaryAnne Groat, Eric Lindmen, Jeremy Kopp, Matt Barnes

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:15 P.M.

Minutes of the previous meeting (11/12/2024).

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

Discussion and possible action establishing the water utility tax equivalent.

Tierney questioned what would happen should this be reduced. It was stated this would cause a deficit in the 2025 budget and would not have a direct impact on utility rates.

Henke questioned the calculation set by the Wisconsin Public Service Commission for setting the tax equivalent. It was stated this was based on the value of assets times the tax rate.

Martens stated it was a good idea to bring this back for consideration each year to discuss the matter and noted the capital improvement funds brought to the utility via ARPA allocations and federal funding.

Gisselman stated this matter should have come before the committee before the budget was passed. Gisselman stated an expectation that the utility would be in a better position to make more substantive changes to the tax equivalent.

Motion by Henke, seconded by Gisselman, to approve. Motion carried 3-2, with McElhaney and Tierney opposed.

Discussion and possible action on ARPA funding for Motor Pool rolling stock.

Martens questioned if these are rolling stock needs that were already slated for replacement. It was stated all the proposed rolling stock needs were slated for replacement except an articulating mower which was recommended to be purchased to reduce rollover on embanked property.

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

Discussion and possible action on Production Agreement between Marathon County and City of Wausau.

Motion by Gisselman, seconded by Tierney, to approve. Motion carried.

Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.

McElhaney stated concerns selling something that had liability and operations concerns and questioned if that puts the city at liability risk. It was stated there is no intention to not disclose the liability of the equipment.

Tierney stated concerns with the city selling something to another fire department when the city's fire department would not use it themselves. Tierney questioned if this would prompt the department to sell any equipment if it malfunctioned and lost the faith of the department members. Tierney stated it is not feasible to offload equipment every time there is a malfunction. It was stated the difference between those scenarios is the cause of this particular malfunction is still unknown.

McElhaney questioned when the equipment was purchased. It was stated this was purchased in 2021.

Tierney stated reservations with how recent the equipment was purchased and how soon it is being offloaded.

Martens questioned if this equipment would remain dormant at the station should it not be sold. It was stated the equipment may be used to a limited extent.

Gisselman questioned the litigation and if that had come before the Common Council and stated concerns selling the equipment while the litigation was ongoing. Gisselman stated a concern with putting the city's name on equipment being sold while under litigation.

Henke questioned how long it would be in between selling the equipment and purchasing new equipment and if there was a way to see if a more concrete purchase price of different equipment could be determined. It was stated that more work could be done to estimate the purchase price of different equipment. Henke stated a preference for the litigation to be discussed by the Public Health & Safety Committee before moving forward.

Martens stated a similar sentiment to Henke that the Finance Committee would be more comfortable moving forward after a discussion on litigation and different equipment costs and directed staff to move this item to the Public Health & Safety Committee for that further discussion.

Discussion and possible action approving and amendment and related budget modification to the Riverside Rail Corridor Remediation and Testing Report.

McElhaney questioned if this was coming out of the environmental fund. It was stated this was coming out of the contamination fund established by the former landfill.

Henke questioned if the Wisconsin Department of Natural Resources was requiring the city to remediate this area. It was stated the DNR was requiring this action.

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

Discussion and possible action authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto.

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

Discussion and possible action regarding accepting the 2025 Beat Patrol Grant.

Gisselman questioned if this grant indicates if the city had a high crime rate and questioned that rate. It was stated the city is good a reporting crime which allows for the city to receive the grant. It was stated the crime rate is steady.

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

Discussion and possible action approving Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.

Henke questioned if these funds could be used for public side main replacements. It was stated this wouldn't be used for main replacements instead being used for service lines. Henke stated residents were looking forward to the service lines being replaced.

McElhaney questioned the financing. It was stated future financing could utilize TID funding and general obligation debt provided for by the state. McElhaney stated concerns with future finances and affordability for the service line replacement project.

Tierney stated concerns with future levy raises based on increased debt.

Gisselman stated concerns with budget restraints which may cause future services by the city to be reduced.

Henke stated concerns with future costs of not moving forward when the cost-of-service line replacement may increase, and the funding may not be available. Henke stated regardless of a mandate for service line replacement, lead lines should be replaced so residents are not consuming lead.

Tierney stated lead lines should be removed and that more creative ways need to be explored to finance this project in the future.

McElhaney stated concerns with residents having service lines replaced at a cost to them in the future when a number of residents already had their service lines replaced at no cost.

Henke stated the service lines would still be replaced but at a significantly lower rate than what is currently being undertaken.

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

Discussion and possible action authorizing the issuance of a purchase order to CCITC to obligate ARPA ERP fund for the completion of the ERP project including HR, payroll, accounting, accounts receivable, accounts payable, cashiering, asset management, reporting, banking, debt management, budgeting, forecasting, depreciation, and budget reporting and authorizing CCITC to enter into any agreements for service including subscription service to further the ERP project implementation.

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

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE HUMAN RESOURCES COMMITTEE

Noting the presence of a quorum Chairperson McElhaney called the meeting to order at 6:25 P.M.

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

Motion by Henke, seconded by Tierney, to convene the Finance Committee in Closed Session.

Roll Call Vote - Yes: Henke, Tierney, McElhaney, Gisselman, Martens; No: None. Motion carried 5-0.

Motion by Martens, seconded by Gisselman, to convene the Human Resources Committee in Closed Session.

Roll Call Vote – Yes: Tierney, Martens, Gisselman, McElhaney; No: None. Motion carried 4-0.

CONVENED into Closed Session.

RECONCENED into Open Session for discussion and possible action on the approval of the Collective Bargaining Agreements with the Wausau Professional Police Association and the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.

Motion by Henke, seconded by Tierney, to accept the Wausau Professional Police Association contract for the Finance Committee. Motion carried 5-0.

Motion by Tierney, seconded by Gisselman, to accept the Wausau Professional Police Association contract for the Human Resources Committee. Motion carried 4-0.

Adjourn

Motion by Tierney, seconded by Martens, to adjourn the meeting of the Human Resources Committee. Motion carried. Motion by Henke, seconded by McElhaney, to adjourn the meeting of the Finance Committee. Motion carried. Meeting adjourned at 6:38 P.M.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=nyLF9FSlvL8>

3.25.090 - Interest.

All unpaid taxes under this chapter shall bear interest at the rate of 12 percent per annum from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer. All refunded taxes shall bear interest at 12 percent per annum from the due date of the return until the first day of the month in which such taxes are refunded. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, it shall not allow any interest thereon.

66.0615 (2)(d)

(2) As a means of enforcing the collection of any room tax imposed by a municipality or a district under sub. (1m), the municipality or district may do any of the following:

(d) Require each person who is subject to par. (c) to pay an amount of taxes that the municipality or district determines to be due under par. (c) plus interest at the rate of 1 percent per month on the unpaid balance. No refund or modification of the payment determined may be granted until the person files a correct room tax return and permits the municipality or district to inspect and audit his or her financial records under par. (a).

3.25.100 - Penalty assessment.

If due to negligence no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of 25 percent of the tax, exclusive of interest or other penalties. If a person fails to file a return when due, or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this chapter, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.

66.0615 (2)(e)

(2) As a means of enforcing the collection of any room tax imposed by a municipality or a district under sub. (1m), the municipality or district may do any of the following:

(e) Enact a schedule of forfeitures, not to exceed 25 percent of the room tax due for the previous year under sub. (1m) or par. (c) or \$5,000, whichever is less, to be imposed for failure to pay the tax under sub. (1m). This paragraph also applies to a marketplace provider that is required to collect and remit taxes imposed by a municipality under sub. (1m), but that fails to file a return as required in sub. (1r) or pay the required tax.



WAUSAU

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

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Finance Committee

Date: December 10, 2025

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

Purpose:

Requesting renewal of the one-year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the City of Wausau.

The 2025 agreement is for 250 non-dog strays, remaining the same from the 2024 contract. Five-year period (2019-2023) of City of Wausau non-dog stray numbers averaged less than 250. If less than 250 non-dog strays are brought in during the 2024 contract year, a credit shall be given to the city of Wausau in the form of a carry-over, applied to the following year's contract.

2019	2020	2021	2022	2023
253	198	226	242	219

Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2023 Return to Owner credits of \$1,070, and LESS animals received in 2023 under count of 250 credit of \$5,735) for a **NET contract amount of \$39,445 for 2025**. For any non-dog stray brought in beyond count of 250, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$185 per non-dog stray.

Recommendation:

The Wausau Police Department recommends approving the renewal of the one-year contract.

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2025 - \$46,250 for the contract, for up to 250 non-dog strays LESS 2023 Return To Owner credits of \$1,070 and 2023 credit of \$5,735 for animals received less than 250 for a NET contract amount of \$39,445 for 2025.

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray.

2.1 The NET 2025 contract price of \$39,445 shall be due and paid in full on or before January 30, 2025.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2025 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2025 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2026.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2024 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2023, there were 39 cats and 1 bird that qualified for a credit of \$1,070.00 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2025 FOR 2023 RETURN TO OWNER ANIMALS IS \$1,070.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2025 through December 31, 2025. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau or Everest Metro.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entities entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau WI 54403

Kaitlyn Bernarde
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Amanda Molin
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Doug Diny, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, CITY CLERK, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Amanda Molin, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN Executive Director, HSMC	Date
---	------

AMANDA MOLIN President Board of Directors, HSMC	Date
--	------

FOR MUNICIPALITY:

DOUG DINY Mayor, MUNICIPALITY Contract Administrator	Date
---	------

KAITLYN BERNARDE City Clerk	Date
--------------------------------	------

Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808



Anne L. Jacobson
City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: December 3, 2024
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system for the calendar year, 2025.

Facts: On December 19, 2023, Council approved a Joint Powers Agreement with the County for one year, effective January 1, 2024.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

Recommendation: Approval.

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2025 and continue in full force and effect for a period of one year until December 31, 2025, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2024.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2024

MARATHON COUNTY

BY: _____

Lance Leonhard
County Administrator

Dated and signed this ____ day of _____, 2024

CITY OF WAUSAU

BY: _____

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

November 25, 2024

Subject: Sole Source Request for Hazardous Materials Equipment

To:
City of Wausau Finance Committee
City Council

Dear Council,

The Wausau Fire Department is requesting approval to purchase new specialized air monitoring equipment to replace our current, outdated systems, which have reached the end of their service life. Hazardous materials technicians face numerous challenges when responding to these types of incidents, and having the proper, reliable equipment is critical to ensuring safe and efficient operations.

After careful consideration, we have identified Clarey's Safety Equipment as the sole provider of this specific equipment. Clarey's is a reputable company with which we have established a long-standing relationship, having frequently relied on them for various metering needs, including firefighting and hazardous materials response. They are the only vendor in the state that carries this particular product, which ensures superior customer service, particularly in terms of repairs and technician support. Additionally, purchasing from Clarey's will provide us with continuity, as they are also the preferred vendor for other regional teams across Wisconsin, which allows for standardization in equipment and training.

Given these factors, we respectfully request approval to proceed with a Sole Source contract with Clarey's Safety Equipment. This investment will play a crucial role in safeguarding the health and safety of both our firefighters and the community members we serve.

Thank you for your consideration of this request. We look forward to your approval.

Sincerely,
Jeremy Kopp
Fire Chief
Wausau Fire Department





CITY OF WAUSAU

SOLE SOURCE PURCHASE JUSTIFICATION

REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed in advance between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

☐

Ongoing Sole Source – 365 days

☒

One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The items we are requesting to be purchased through the vender (Clarey's Safety Equipment) are hazmat related. They are specialized air monitoring equipment and specialized docking stations, brackets, and calibration gas that we would use on a daily or weekly basis by our department. These new air monitoring meters are a much newer design and offer a much more comprehensive software solution for our emergency calls. Clarey's Safety Equipment also provides the in-house training on these items and helps with the installation and maintenance of such equipment.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The Blackline G7C air monitoring equipment and associated equipment would be placed on our front-line and reserve fire apparatus and used for all hazmat related calls. This would be a replacement of our current older air monitoring meters that are starting to become a finical burden as parts and sensors are all starting to reach their end of life. The meters again would be used on any emergency or non-emergency call the department receives that requires air monitoring to be completed to keep the crews and citizens safe.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

In the hazmat air monitoring world, there are very few options that fill the role in emergency services and hazmat related calls. The new air monitoring products offered by Blackline are extremely modern compared to their counterparts and offer a web and cellular based. They are currently the only type of meter that offers this type of dual connectivity to allow our command staff on an incident to wirelessly monitor crews, and atmosphere conditions with the simple login of a web-based device ie: Cellphone, Mobile data terminal, I-pad. The department is also in the process of moving away from our current meters and is focusing on replacement not only the front-line fire apparatus fleet, but all associated equipment for the regional hazmat team. Regional hazmat teams have also been focused on this same process and are moving their air monitoring equipment over the Blackline. Having all regional hazmat teams using the same type of air monitoring equipment will give teams a coordinated response to large incidents and allow better inter-operability on emergency calls requiring air monitoring.

4. Describe your efforts to identify other vendors to furnish the product or services.

Doing research there are other vendors that offer Blackline air monitoring meters and associated equipment, but they are located far out of state. Their regional reps to preform maintenance on these devices are out of state, with long travel times. They prices are also very similar to Clarey's Safety Equipment. Clarey's Safety Equipment has an amazing reputation within the state regional hazmat teams and has been a trusted and reliable source of many departments including our own.

5. How did you determine that the sole source vendor's price was reasonable?

Simple web-based searches to find competitive prices, along with talking to other fire department and hazmat related representatives asking about service and prices they have seen related to this product.

6. Which of the following best describes this sole source procurement? Select all that apply.

- ☒ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☒ Product compatibility or the standardization of a product.
- ☒ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: *City of Wausau Fire Department*

Preparer: *Lieutenant Quinn Ambrosius*

Vendor Name: *Clarey's Safety Equipment*

Expected amount of purchase or contract: *\$11,677.50*

Department Head Signature:

[Signature]

Date:

11-25-24

Finance Director Signature:

Date:



Clarey's Safety Equipment

1725 Hwy 14 East
Rochester, MN 55904
507/289-6749 or 800/558-8009
Fax 507/289-5213

☐

ORDER

☒

QUOTE

DATE	11/9/2024	ACCOUNT #	
	BILL TO:	SHIP TO	
CUSTOMER:	WAUSAU FIRE DEPT		WAUSAU FIRE DEPT
ADDRESS	606 E Thomas St		606 E Thomas St
CITY/STATE/ZIP	Wausau WI 54403		Wausau WI. 54403
CONTACT NAME:	Kraig Kruzan	EMAIL	Kraig.kruzan@ci.wausau.wi.us
PHONE:	715 261 7900		
CELL		SHIPPING CHARGES QUOTED	Hazmat shipping charges apply

FROM:	Todd Daanen	Clarey's Safety Equipment, Inc	920 362 9442
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NUMBER OF PAGES:	1
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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING EQUIPMENT:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
Front Line Rigs and Rescue 5 Year				
3	ER-XX-G7C-Q-FHMO-NA2-5Y.	Blackline CO, H2S, O2, MPS LEL, Diffusion, 5 year Service plan includes warranty on meter and all sensors, Access to Blackline live, cell service.	1999.00	5997.00
5	DOCK-P-NA	Single G7 dock for Charging/Calibrating/Bump test. 4 rigs and 1 rescue truck	932.00	4660.00
4	ACC-58L-MOUNT	Wall mount for 58 Liter cal gas bottles	89.00	356.00
1	ACC-G7-PROBE-12	G7 sample probe 12 inch	189.00	189.00
1.	ACC-FEP-T50	50 ft Teflon lined tubing with quick connect	269.00	269.00
1	Z105310PM32	Norlab 4 gas mix, 50% Lel, 50 ppm CO, 10 ppm H2S, 18% O2 (same as QRae and MultiRae)	206.50	206.50

Todd Daanen will provide initial training and set up. Estimated 3 hours

250.00 per hour. INCLUDED



CITY OF WAUSAU

SOLE SOURCE PURCHASE JUSTIFICATION

REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

-
1. Provide a detailed explanation of the good or service to be purchased and vendor.

10-year contract for elevator maintenance with Schindler Elevator Corporation. Elevator service for the 3-parking ramps, city hall, athletic park, public safety building.

2. Provide a brief description of the intended application for the service or goods to be purchased.

Elevator maintenance is required by state code and having a multi-year contract with a maintenance contractor is beneficial for annual maintenance scheduling as well as emergency maintenance repairs.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Elevator maintenance is a specialized trade. Schindler has been performing our maintenance for more than a decade. They stand behind their work with warranty and continuing their contract will ensure their work under warranty remains in place.

4. Describe your efforts to identify other vendors to furnish the product or services.

There are possibly other vendors in WI that may offer maintenance services but they would not warranty work completed by Schindler.

5. How did you determine that the sole source vendor's price was reasonable?
Price is remaining the same for year 1 we are currently paying. There is a 3% per year increase, the same escalator that was in place from the previous 10-year contract.

6. Which of the following best describes this sole source procurement? Select all that apply.

- ☐ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain) – Community Development urgency and desire to expedite redevelopment at this site.
- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☒ Product compatibility or the standardization of a product.
- ☒ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: DPWU

Preparer: Eric Lindman

Vendor Name: Schindler Elevator Corporation

Expected amount of purchase or contract: \$32,560 (first year, 3% increase for each additional year)

Department Head Signature:

Date:

Finance Director Signature:

Date:

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Preventive Maintenance Program Agreement with Schindler Elevator Corporation

Committee Action:

Fiscal Impact: \$32,560 the first year with a 3% increase each year after for a period of ten years

File Number:

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$32,560 the first year</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, in January 2014, a ten-year contract for a preventive maintenance program with Schindler Elevator Corporation was executed; and

WHEREAS, the contract expired December 31, 2023 and the city wishes to enter into another ten-year contract with Schindler Elevator Corporation; and

WHEREAS, Schindler Elevator Corporation agreed to perform services beyond 2023 on a month to month basis; and

WHEREAS, your Finance Committee, on December 10, 2024, recommended entering into a ten-year contract with Schindler Elevator Corporation.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a ten-year contract with Schindler Elevator Corporation for a Preventive Maintenance Program.

Approved:

Doug Diny, Mayor



TO: Finance Committee

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

DATE: December 10, 2024

SUBJECT: Cintas Contract – Janitorial Supplies

Staff continues to look for ways to save money and increase efficiencies both in the department and city wide. One way to improve efficiencies and reliability is to establish a multi-year contract for janitorial supplies. Having a contractor/vendor that can deliver to each facility specifically each week and maintain accurate inventory for the city at each facility will be extremely beneficial.

Cintas has this capability for their service and they are a nationwide service provider. They have delivery trucks in Wausau every week and they also have a local contact for any issues and emergencies we may need moving forward. Cintas was awarded a contract with the University of Nebraska and with this contract others may use this competitively bid pricing. The City procurement policy allows for “piggy backing” off other contracts that were written to allow this type of cooperative purchasing.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving janitorial supplies contract with Cintas Corporation

Committee Action:

Fiscal Impact: **TBD**

File Number:

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$TBD</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, The City currently does not have a contract for janitorial supplies; and

WHEREAS, with no contract in place for guaranteed pricing fluctuations in costs may be unpredictable;
and

WHEREAS, The city currently purchases janitorial supplies on a fairly regular basis with periodic delivery; and

WHEREAS, the city facility management staff need to maintain an inventory for each facility; and

WHEREAS, contracting with a supplier who would maintain an ongoing inventory for supplies for all city facilities and have regular deliveries would free up staff time improve efficiencies in ordering; and

WHEREAS, having an established multi-year contract in place with guaranteed pricing would mitigate risks of volatile pricing increases.

WHEREAS, your Finance Committee, on December 10, 2024, recommended entering into a multi-year contract with Cintas Corporation.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a ten-year contract with Cintas Corporation for the provision of janitorial supplies.

Approved:

Doug Diny, Mayor

Wausau Fire Department

2024- Recruitment Initiative

Proposal to Expand Wausau Fire Department Hiring Criteria to Include EMT-Basic Candidates and Implement an In-House Paramedic Apprenticeship Program

Background: The Need for Change in Wausau Fire Department's Hiring Process

The Wausau Fire Department (WFD) is facing an urgent staffing shortage, with ten current vacancies out of 66 line staff positions. Additionally, two more retirements are anticipated by the end of 2025, further exacerbating our staffing needs. Despite multiple recruitment processes conducted since April 2024, we have only successfully hired one firefighter-paramedic. This limited success rate highlights the challenges of meeting the department's essential staffing levels under the current hiring requirements.

Current Hiring Requirements

Presently, the WFD's minimum hiring requirements include several certifications and qualifications that prospective candidates must meet before applying, which has constrained the hiring pool. Currently, WFD firefighter candidates must meet the following minimum requirements:

- Be 18 years of age or older
- Possess a high school diploma, GED, or HSED
- Hold a valid, unrestricted driver's license
- State of Wisconsin Firefighter I Certification (or IFSAC Accredited equivalent)
- State of Wisconsin or National Registry EMT-Basic License and be enrolled in an accredited Wisconsin Technical College paramedic training program
- NIMS ICS 700 and 100 Certifications
- Hazardous Materials Operations Certificate
- CPAT Certification obtained within the last 12 months

Challenges with Current Requirements

The WFD's commitment to maintaining high standards and ensuring a high level of emergency care remains unwavering. However, the current hiring prerequisites have proven to be a significant barrier to recruitment, limiting the number of potential applicants who can apply for firefighter positions. Our staffing model requires fully qualified firefighter-paramedics to

respond effectively to emergency situations. However, the lengthy and costly process of obtaining multiple certifications before employment discourages many potential candidates from pursuing a career with WFD.

Proposed Solution: Adjusted Hiring Process

To address this pressing recruitment issue, we propose to expand the hiring pool by adjusting our hiring criteria. This modification will allow candidates with EMT-Basic licenses to apply and join the WFD, with the commitment that each firefighter will complete paramedic certification as part of their professional development with the department. This approach will allow the WFD to attract a broader applicant base while maintaining our commitment to high-level paramedic care.

Our proposed change will not lower the quality of care delivered by WFD but will simply adjust the prerequisites to accommodate candidates who will be trained to the paramedic level as part of their career progression within the department. This adjustment in our recruitment strategy is essential to fill vacancies and maintain critical emergency services for the Wausau community.

Proposed Change to Hiring Requirements

Presently, the WFD's minimum hiring requirements include several certifications and qualifications that prospective candidates must meet before applying. The following is what is being proposed in order to attract quality candidates:

- Be 18 years of age or older
- Possess a high school diploma, GED, or HSED
- Hold a valid, unrestricted driver's license
- State of Wisconsin or National Registry EMT-Basic License
- CPAT Certification obtained within the last 12 months

Objective

To expand the hiring pool for firefighter positions at the Wausau Fire Department (WFD) by allowing applications from candidates with an EMT-Basic license, in addition to paramedic-certified applicants. This change would enable WFD to increase its recruitment capabilities in a competitive job market. EMT-Basic hires, or "Apprentices," will be enrolled in an in-house paramedic program supported by Northcentral Technical College and led by WFD personnel, thus facilitating their development into fully licensed and national registered paramedics.

Proposal Summary

The Wausau Fire Department currently restricts firefighter hiring to applicants with paramedic licensure. However, with the competitive job market and recruitment challenges, there is a critical need to broaden the hiring base. This proposal outlines a strategic change to permit hiring EMT-Basic candidates, who will subsequently train for paramedic certification through an internal apprenticeship program. This initiative is designed to attract additional candidates, offer an accessible pathway for professional development, and meet the community's emergency response needs.

Apprenticeship Program Overview

1. Initial Firefighter Academy Training

- o EMT-Basic hires, now termed "Apprentices," will complete a six-week internal academy, gaining foundational knowledge in WFD operations, department-specific protocols, and emergency response tactics. This ensures new hires are prepared for immediate field assignments.

2. Paramedic Training Program

- o Following the academy, Apprentices will be enrolled in a paramedic program run by Northcentral Technical College, taught by experienced WFD personnel. The ten-month course will run three days a week, eight hours a day, allowing Apprentices to obtain paramedic licensure while actively working with the department and counting towards staffing.

3. Operational Experience

- o When not in class, Apprentices will be integrated into daily department operations by riding "third" on both the engine and ambulance, supervised by experienced firefighters and paramedics. This arrangement provides them with on-the-job training, reinforcing their education and giving them exposure to real-life emergency responses.

4. Compensation and Employment Terms

- o Apprentices will earn wages at an adjusted apprentice rate lower than new hires who already hold paramedic licensure. Upon achieving paramedic certification, their pay will be adjusted accordingly.
- o Apprentices will sign a three-year employment contract. Those who leave before the three-year term or fail to obtain paramedic licensure within 18 months will be subject to termination and required to repay training costs incurred by the City of Wausau.

- o WFD will cap the number of active Apprentices at maximum of nine at any given time to ensure effective management and quality training.
 - o The apprentice will remain on probation for up to one year after obtaining paramedic licensure.
-

Anticipated Benefits

1. Enhanced Recruitment Capabilities

- o By opening positions to EMT-Basic candidates, the WFD will be able to attract more applicants, addressing the current limitations in the hiring pool. This expansion allows the department to more effectively fill vacant positions, ensuring continued public safety.

2. Cost-Effective Development of Personnel

- o The in-house paramedic program allows the WFD to develop EMT-Basic hires into paramedics in a controlled, cost-effective manner. The program leverages internal resources and expertise, allowing the department to maintain high standards without outsourcing the training process.

3. Workforce Retention and Stability

- o The contractual agreement associated with the apprenticeship ensures a stable workforce, reducing turnover and securing a return on training investments. The three-year contract fosters long-term commitment, while financial repayment terms protect departmental resources if early departure occurs.

4. Improved Community Service and Response

- o With expanded recruitment and a structured training program, the department can maintain optimal staffing levels, improving response times and service quality for the Wausau community. Apprentices will bring added value to operational readiness, contributing to a dependable and highly trained team.
-

Implementation Timeline

1. Approval and Policy Adjustment *(November 2024)*

- o Pending approval of this proposal, WFD will update hiring policies to reflect EMT-Basic eligibility and publish revised job listings.

2. Recruitment and Outreach *(December 2024)*

- o WFD will begin recruitment efforts targeting both EMT-Basic and paramedic-certified applicants. The department will highlight the paramedic training pathway and the opportunity for professional advancement within the program.
 - 3. **First Academy Start Date** (*January 2025*)
 - o A four-week internal academy will be scheduled for new EMT-Basic hires, immediately followed by the ten-month paramedic program.
 - 4. **In-House Paramedic Program** (*February- December 2025*)
 - 5. **Program Monitoring and Evaluation** (*December 2025*)
 - o WFD will conduct quarterly reviews of the apprenticeship program to ensure training quality, operational effectiveness, and alignment with departmental goals. Adjustments will be made as necessary to maintain program standards.
-

Appendix E

A. Apprenticeship Definition.

- a. The Apprenticeship Program within the Wausau Fire Department is a structured and comprehensive training initiative designed to develop and enhance the skills and competencies of new employees in the field of firefighting and emergency response. This program, collaboratively established by the Wausau Firefighters IAFF Local 415 and the City of Wausau, includes a combination of hands-on practical experience, classroom instruction, and mentorship from experienced firefighters. The primary objectives of the Apprenticeship Program are to prepare apprentices for full integration into the workforce as qualified firefighters.
- b. An "Apprentice" within the Wausau Fire Department is an employee who is engaged in a structured, on-the-job training program designed to provide the necessary skills and knowledge required for the role of a firefighter. This program is conducted under the supervision and guidance of experienced personnel and adheres to the standards and regulations agreed upon by the Wausau Firefighters Association and the City of Wausau. The apprentice is expected to participate in both practical and theoretical training components, including emergency response procedures, firefighting techniques, and community service responsibilities.
- c. Duration: Once approved for hire as an apprentice the apprentice has maximum of 18 months to complete the program. Upon successful completion of the apprenticeship program the apprentice will be employed as regular firefighter/paramedic.

- d. Wages: Wages for the apprentice will be set at livable wage. The livable wage will be negotiated between IAFF Local 415 and City of Wausau.
- e. Apprentices will be required to work a minimum of forty (40) hours per week. They will work an average of 56 hours per week once assigned to a crew.
- f. Hours spent in class outside of the apprentices' normally scheduled hours will not be considered paid.
- g. Upon being hired as an apprentice the apprentice will receive an Early Engagement Benefit. If the apprentice does not successfully complete the apprenticeship program or quits prior to completion the apprentice will be required to pay in full the Early Engagement Benefit back to the City of Wausau.
- h. Upon being hired as an apprentice the apprentice will also receive an Early Engagement Tuition Credit. This credit is specifically designated to support the cost of paramedic school tuition. It reflects the City's commitment to investing in the education and development of its apprentices, ensuring they have access to the necessary training and certifications to advance their careers and contribute effectively to the department
- i. Apprentices that successfully complete the apprenticeship program and are approved for to be hired as a full-time firefighter / paramedic will receive the contracted starting wage for firefighter / paramedic.
- j. Apprentices hired and receiving the Early Engagement Benefit and Early Engagement Tuition Credit will be required to maintain employment with the Wausau Fire Department for a minimum of three (3) years.
- k. If those receiving the Early Engagement Benefit do not maintain employment with the Wausau Fire Department for a minimum of three (3) years will be required to pay in full the Early Engagement Benefit and all cost associated with school, training and equipment including the Early Engagement Tuition Credit back to the City of Wausau.

*****Chart for explanation of Early Engagement Benefit, for the Apprentice and Entry Level Firefighter**

	Hourly Wage for 56 hr week	Early Engagement Benefit (EEB)	Early Engagement Tuition Credit (EETC)	Monthly Salary	Yearly Salary	Yearly Salary with EEB & EETC
Starting for 1st year Apprentice	\$15.79	\$10,000	\$5,000	\$4,246.67	\$45,960	60,960
2025- Start Firefighter	\$20.93	0	0	\$5,080	\$60,960	NA
One year Firefighter- post apprenticeship	\$22.07	0	0	\$5,356	\$64,271	NA
One year post apprenticeship with Paramedic	\$23.40	0	0	\$5,677	\$68,128	NA

Conclusion

The proposed changes to the Wausau Fire Department’s hiring process and the introduction of an EMT-Basic to paramedic apprenticeship program will enable WFD to expand its hiring pool, ensuring optimal staffing while providing a structured, cost-effective pathway for professional development. This approach will enhance recruitment, improve workforce retention, and elevate service delivery standards for the Wausau community.

By implementing this program, the Wausau Fire Department demonstrates its commitment to proactive and sustainable workforce planning, ensuring a reliable team capable of delivering essential emergency services to the community.



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 and Common Council Committee Members

From: Jeremy Kopp, Fire Chief

Date: 11/13/2024

Subject: Proposal to Change Hiring Process and Minimum Requirements for Wausau Fire Department Applicants

Purpose:

This memo is to propose a discussion regarding changes to the hiring process and minimum requirements for applicants to the Wausau Fire Department. The department is experiencing significant staffing shortages and difficulty finding qualified applicants who meet the current minimum certification requirements. The attached proposal outlines a new approach to hiring that would allow the department to hire for character and potential, while addressing the current challenges with overtime and staffing.

Background:

The Wausau Fire Department is currently facing a severe shortage of staff, with the department struggling to find qualified applicants who meet the current minimum requirements for both firefighter and paramedic positions. As a result, the department is experiencing high levels of overtime, which is placing a strain on our existing staff and negatively impacting the department's operational effectiveness and employee morale.

Currently, the minimum requirements for applicants include both fire academy certification and paramedic licensure. However, the pool of candidates who meet these qualifications is limited, and recruitment efforts have not yielded enough qualified applicants to fill open positions.

Given these challenges, the Fire Department is proposing a shift in the hiring process that would allow us to hire individuals based on their character, work ethic, and potential, with the understanding that we would provide the necessary training and certification in-house. This change would allow us to expand the applicant pool and give us the flexibility to hire candidates who demonstrate the right qualities and a commitment to serving the community.





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

Key Points of the Proposal:

1. **Hire for Character, Train for Skills:** The Fire Department would focus on hiring applicants who demonstrate strong character, reliability, and a commitment to public service, even if they do not meet the current certification requirements. Training and certification in firefighting and emergency medical services would be provided in-house, allowing for a broader pool of candidates.
2. **In-House Training and Certification:** The Fire Department would assume responsibility with collaboration from NTC for the necessary fire academy training, paramedic certification, and other required credentials. By investing in the development of new hires, the department can build a team that aligns with its core values and operational needs.
3. **Reducing Overtime:** A key objective of this proposal is to reduce the excessive overtime currently being worked by our firefighter paramedics. With a more robust hiring pool and the ability to train new hires more quickly, we can reduce the workload on existing staff, improve work-life balance, and decrease burnout.
4. **Flexibility and Retention:** By adapting the hiring process, the Fire Department hopes to attract more applicants who may not have previously considered a career with the department due to certification barriers. Additionally, investing in the growth of our employees from the outset may help with retention by fostering a sense of loyalty and long-term commitment to the department.

Rationale for Change:

- **Staffing Shortages:** The department is significantly short-staffed, and the current approach to hiring has not produced sufficient candidates to meet operational needs.
- **Overtime Strain:** Overtime costs are rising due to a reliance on current staff working excessive hours to cover vacant shifts. This is unsustainable and impacts both the financial budget and the well-being of employees.
- **Candidate Pool Limitations:** The strict certification requirements limit the pool of potential applicants, making it harder to find qualified candidates in a timely manner. Allowing for more flexibility in the hiring process could increase the number of applicants and reduce hiring delays.





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

Attached Proposal:

The attached proposal outlines specific changes to the hiring process and the steps involved in providing in-house training for new recruits. This proposal also includes a timeline for implementing these changes and potential budget implications.

Next Steps:

- Review and discuss the attached proposal in detail during the Human Resources Committee meeting.
- Evaluate the potential impacts on the department's staffing, training, and budget.
- If approved, begin the process of revising recruitment materials, adjusting the hiring process, and setting up in-house training programs.

Recommendation:

I recommend that the Finance and Common Council Committee approve the proposal to revise the minimum hiring requirements and provide in-house training and certification for new hires. This approach will allow us to attract more applicants, improve staffing levels, and reduce the current strain on existing personnel due to overtime.

Please review the attached proposal, and I look forward to discussing this matter in greater detail at the upcoming meeting.

Sincerely,

Jeremy Kopp

Fire Chief

Wausau Fire Department



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
• Firefighters, Engineers, and Lieutenants will receive 3% on the first pay period of 2025 and an additional 1% at the start of the 13th pay period. • In 2026 they will receive 3% at the start of the first pay period and 1% at the start of the 13th pay period • In 2027, they will receive a 4% raise
Staff Recommendation
Discuss and possible action on approving labor contract with Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.
Staff contact: James Henderson (715-261-6634)

CITY OF WAUSAU

AND

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



LABOR AGREEMENT

January 1, 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 (~~10~~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 (~~10~~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 ~~(4015)~~ 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 ~~(4015)~~ 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 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~~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. Ambulance Duty: Except in cases of a fire emergency, only Fire Department personnel shall staff the ambulance of the Wausau Fire Department.
- I. 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.
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.

6.—

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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

<u>LIEUTENANT</u>	<u>12/25/2022</u>	<u>12/24/2023</u>	<u>06/23/2024</u>
START	\$ 6,895.15	\$7,033.05	\$ 7,173.71
<u>ENGINEER</u>			
START	\$ 6,267.34	\$6,392.69	\$ 6,520.54
10 YR:	\$ 6,361.04	\$6,488.26	\$ 6,618.03
<u>FIREFIGHTER</u>			
START	\$ 4,740.92	\$4,835.74	\$ 4,932.45
1 YR:	\$ 4,950.00	\$5,049.00	\$ 5,149.98
2 YR:	\$ 5,159.13	\$5,262.31	\$ 5,367.56
3 YR:	\$ 5,367.96	\$5,475.32	\$ 5,584.83
4 YR:	\$ 5,879.08	\$5,996.66	\$ 6,116.59
7 YR:	\$ 5,922.23	\$6,040.67	\$ 6,161.48
10 YR:	\$ 6,010.72	\$6,130.93	\$ 6,253.55

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APPENDIX A
MONTHLY WAGES

	<u>12/22/2024</u>	<u>6/22/2025</u>	<u>12/21/2025</u>	<u>6/21/2026</u>	<u>12/20/2026</u>
<u>Lieutenant</u>					
START	\$7,388.92	\$7,462.81	\$7,686.69	\$7,763.56	\$8,074.10
<u>ENGINEER</u>					
START	\$6,716.16	\$6,783.32	\$6,986.82	\$7,056.69	\$7,338.95
10 YR	\$6,816.57	\$6,884.74	\$7,091.28	\$7,162.19	\$7,448.68
<u>FIREFIGHTER</u>					
START	\$5,080.42	\$5,131.23	\$5,285.16	\$5,338.02	\$5,551.54
1 YR	\$5,304.48	\$5,357.52	\$5,518.25	\$5,573.43	\$5,796.37
2YR	\$5,528.59	\$5,583.87	\$5,751.39	\$5,808.90	\$6,041.26
3YR	\$5,752.37	\$5,809.90	\$5,984.20	\$6,044.04	\$6,285.80
4YR	\$6,300.09	\$6,363.09	\$6,553.98	\$6,619.52	\$6,884.30
7YR	\$6,346.32	\$6,409.79	\$6,602.08	\$6,668.10	\$6,934.83
10 YR	\$6,441.16	\$6,505.57	\$6,700.74	\$6,767.74	\$7,038.45

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Firefighter/Inspections and Lieutenant/Inspections shall receive annual pay of \$300 for each of the additional required certifications outlined in position requirements.

SCBA Technicians shall receive an additional 1% over his/her hourly rate.

EMT-Paramedic's shall receive in addition to their base pay rate: At the time of EMT-P licensure – 6 %

After 5 years as an EMT-P – 7%

Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively.

Engineer/EMT-P-2% Lieutenant/EMT-P-2%

APPENDIX B
EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.

EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.

EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.

Program – When “P” is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department

State – The State of Wisconsin Emergency Medical Services

Decertification – The process by which an individual may leave the EMT-P program.

Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license.

Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated

with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.

8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave:
 - a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City.
 - b. Promotion.
 - c. Seniority in the Program.
 - d. Seniority in Wausau Fire Department.
 - e. Personnel with verifiable medical reasons will be allowed to leave the Program at any time.
 - f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the

off time for any equivalent amount of off time due within 90 days of the rescheduled training date.

10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.
3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the City. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. EMERGENCY MEDICAL SERVICES CREW LEADER

1. Effective January 1, 2015 one EMS Crew Leader shall be assigned to the Department. The EMS Crew Leaders shall be responsible for working with the EMS Division Chief to develop EMS policies and/or direct the EMS affairs of Wausau Fire Department.
2. Compensation for the EMS Crew Leader position shall be \$1600.00 per year.
3. The EMS Crew Leader shall be required to possess a Wisconsin Paramedic License, be currently assigned as firefighter/paramedic and have a minimum of three years' experience with the Wausau Fire Department.
4. The EMS Crew Leader shall be selected for appointment on a voluntary basis by seniority beginning with the most senior qualified firefighter/paramedic and proceeding down the seniority list until the position is filled. If there are no voluntary applicants for the position, the Chief may appoint an EMS Crew Leader from the list of qualified firefighter/paramedics.

APPENDIX C
HAZARDOUS MATERIAL

Commitment Period: The Wausau Fire Department shall post a COMMITMENT NOTICE for Hazardous Materials Regional Response Team members on the first Monday in January of the year the State Contract is up for renewal, and will be removed on the first Monday in February. The notice shall state the length of the State Contract that is being negotiated. Personnel who sign the commitment notice will be committing for the duration of the State contract. Selection of personnel who are not currently State HazMat certified but desire to be trained will be selected and allowed to sign the team commitment notice on the basis of seniority as openings on the team become available. They will be sent to HazMat certification classes as the classes become available

Beginning 1/1/2015 the hazardous material (HazMat) classifications and HazMat pay are as follows for the duration of the agreement:

HazMat Coordinator (1)	\$1,700
HazMat Assistant Coordinator (1)	\$1,600
HazMat Specialist (6)	\$1,000
HazMat Commander (3)	\$1,000
HazMat Technician (18)	\$620

One-half (1/2) the Hazmat incentive payment will be made on the second payday in April and the second one-half (1/2) incentive payment will be made on the second payday in September each year. Payments will be prorated by the month.

HazMat Specialists, and Commanders shall be selected on the basis of senior most qualified. If there are no voluntary applicants for these positions the Chief may appoint personnel to fill any vacant positions from the HazMat team.

Payment under this HazMat provision is contingent upon the City receiving money for same from the State of Wisconsin pursuant to a State-City HazMat agreement, and such payment, along with all such assignments, shall immediately terminate in the event that there is no longer any agreement with the State, or the City, in its opinion, believes that there is not enough money under the agreement or any successor agreements to support the Regional HazMat Responder program.

Notwithstanding the above, nothing contained herein shall affect the City's ability to assign HazMat positions as it has in the past.

APPENDIX D

EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM

Effective as soon as practicable after January 1, 2018 each crew will include one EMS Quality Assurance Coordinator. The EMS QA Coordinators shall be responsible for working with the EMS Division Chief, EMS Crew Leader, and EMS Medical Director on quality assurance efforts of the Wausau Fire Department.

EMS QA Coordinators will be actively involved in a continual quality cycle which includes planning, implementation, assessment/evaluation, and review. Responsibilities will include but are not limited to protocol development and implementations, review of patient care reports and data outcomes. Must work collaboratively to improve quality with modifications as needed.

EMS QA Coordinators shall receive \$1000 annually in addition to their regular pay. If an employee is assigned to an EMS QA Coordinator position for less than a year, that amount shall be prorated accordingly.

The EMS QA Coordinator shall be required to possess a Wisconsin Paramedic License, be currently assigned as a Firefighter/Paramedic and have a minimum of three (3) years' experience with the Wausau Fire Department.

The EMS QA Coordinators will be selected or appointed annually after crew assignments are completed. Each crew will have one EMS QA Coordinator who shall be selected for appointment on a voluntary basis by seniority, beginning with the most senior qualified Firefighter/Paramedic of that crew and proceeding down the seniority list until the position is filled. If there are no voluntary applicants from the rank of Firefighter/Paramedic, a paramedic from the rank of Lieutenant or Engineer may be considered. If there are no voluntary applicants for the position(s), the Chief may appoint an EMS QA Coordinator(s).

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE
COMMITTEE**

Approving the Recruitment for the Human Resources Director Position and related budget modification

Committee Action: Pending

Fiscal Impact: \$23,000

File Number: 23-1109

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source: Reserves
	One-time Costs:	Yes ☒ No ☐	Amount: \$23,000
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the incumbent Human Resources Director has resigned; and

WHEREAS, an external recruitment is recommended to guide a nation-wide search and selection process for the best candidate; and

WHEREAS, the recruitment shall be partial funded via salary savings; and

WHEREAS, your Human Resources Committee recommends the search using HR Gov; and

WHEREAS, your Finance Committee and Human Resources Committee have reviewed and recommends the budget modification to support the external recruitment; and

BE IT RESOLVED, the Common Council of the City of Wausau does hereby approve a budget modification of \$23,000 for an external recruitment for Human Resources Director with any shortfall in salary savings being funded by reserves.

Approved:

Doug Diny, Mayor