

2010-2011

Agreement Between the

City of La Crosse



&

International Association

Of Firefighters

Local #127, AFL-CIO-CLC

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PREAMBLE

This Agreement is entered into by and between the City of La Crosse, through its City bargaining Committee, the Finance and Personnel Committee, acting pursuant to a resolution of the Common Council of the City of La Crosse, authorizing them to enter into this Agreement, hereinafter referred to as the "City", and the International Association of Fire Fighters, Local 127, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is expressly understood between the parties to this Agreement that the provisions herein shall in no way modify or change the provisions of Section 62.13 of the Wisconsin Statutes, as provided for the establishment and powers of a Police and Fire Commission for cities, and the rights of Fire Fighters employed by the City of La Crosse.

It is further understood by the parties that Section 62.13 of the Wisconsin Statutes is an enactment of state-wide concern for the purpose of providing a uniform system of regulation of Fire Departments within the State of Wisconsin, and in case of any conflict with the provisions of this agreement and the statutory provisions of the Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provision of this Agreement to the contrary.

WHEREAS, the mutual interests of the parties hereto are recognized by this Agreement for the operation of the Fire Department of the City of La Crosse under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and the facilities, a process for the fair and peaceful adjustment of differences that might arise from time to time, and the promulgation of rules and regulations and ethical conduct of business relations between the employer and employees and to provide the best possible emergency medical service and fire protection for life and property to all of the citizens of the City of La Crosse.

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE 1 RECOGNITION CLAUSE

The City recognizes the Union as the exclusive bargaining agent for the regular full time employees of the City of La Crosse Fire Department excluding the Chief, Assistant Chief, Division Chiefs, and Clerk Steno.

ARTICLE 2 RULES AND REGULATIONS

The "Rules and Regulations" of the La Crosse Fire Department, as established by Fire Department management shall be made a part of and attached to this agreement. The parties to this agreement, agree that all provisions as therein contained, regarding appointments and departmental work rules shall be made a part of, by reference, of this agreement.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A grievance is defined as any matter involving the interpretation, application or enforcement of this agreement. Any grievance not initiated within thirty (30) calendar days of the date of the last cause of such grievance or from the date the employee knew about the cause of the grievance shall be invalid.

Economic awards shall be retroactive to the filing date of the grievance.

If an employee has a grievance they shall:

1. Discuss the grievance with the Union representative, then, the aggrieved party with their representative shall present the grievance to their immediate supervisor. If no solution is reached they may;
2. Write the grievance in detail and submit it to their supervisor who will note their comments and forward it to the Fire Chief or his/her designee, who with the Director of Human Resources or his/her designee will within ten (10) calendar days attempt to solve the grievance.
3. If a satisfactory solution cannot be reached the Union may within fourteen (14) calendar days appeal to the Wisconsin Employment Commission, who will appoint a neutral arbitrator, the findings of the arbitrator shall be final and binding on the parties hereto.

The arbitrator shall not add to, or subtract from the terms of this agreement.

4. All grievances originating in the Fire Department shall be handled in the manner outlined above and no deviations therefrom will be permitted. Specifically, employees are prohibited from presenting such grievances, formally or informally, to officers of the City of La Crosse not included in this procedure.

Nothing herein shall limit any employee from their rights to a hearing pursuant to Section 62.13 of the Wisconsin Statutes in case formal charges are being filed against them.

ARTICLE 4 –MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedule of Benefits.

A. Employee's Medical Benefit Plan Contributions

Active employee's monthly contribution shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2010, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$35.00 per month for single coverage, \$50.00 per month for limited family coverage and \$65.00 per month for family coverage. Employees who do not participate in the Health Risk Assessment will pay monthly

contributions of \$90.00 for single coverage, \$105.00 for limited family coverage, and \$120.00 for family coverage.

Effective January 1, 2011, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$60.00 per month for single coverage, \$75.00 per month for limited family coverage and \$90.00 per month for family coverage. Employees who do not participate in the Health Risk Assessment will pay monthly contributions of \$105.00 for single coverage, \$125.00 for limited family coverage, and \$145.00 for family coverage.

B. Health Risk Assessment

The City shall offer an annual health risk appraisal on a voluntary basis in mid-2010 and mid-2011 for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, and a personal counseling session with personalized report of findings) in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount while remaining covered under the City Medical Benefit Plan. Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number.

It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease may also be tested. Retirees with permanent residences out of the network service area shall be provided access to a site for biometric testing in their local area. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

It is understood by the parties that the incentive for 2012 and beyond shall be decided in negotiations for a successor agreement.

Additional details or changes shall be decided by the joint labor management-union healthcare cost containment committee.

C. Networks With 100% Coverage

The City shall offer City employee's a choice of no less than two medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks.

Employees will have the opportunity to select a Network for their spouse and covered dependents during open enrollment which occurs each November with an effective date of change to be the following January 1st. Employees will be required to remain in their selected Network through December 31, of each respective year.

D. Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such payments are due by the tenth (10th) of the preceding month for the next month's coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity following notice of such from the City. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).
3. Make Whole: It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments and waive the monthly retiree or surviving spouse benefit plan contribution. It is further understood that if a spouse of a current retiree meets this provision, the retiree's monthly benefit plan contribution will be waived.

F. Retiree Medical Benefit Plan Coverage- Normal Service

1. For Incumbents:

Employees employed as of June 30, 2004, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually

receiving a normal unreduced service retirement annuity. Additionally, the employee must have **fifteen (15) years of full time continuous employment** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within thirty-six (36) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

2. For New Hires between July 1, 2004 through December 31, 2006:

Employees hired between July 1, 2004 and December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are-in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have **eighteen (18) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

3. For New Employees hired on January 1, 2007 and After:

Employees hired after January 1, 2007 or after, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are-in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the

employee must have **twenty (20) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

G. Retiree Medical Benefit Plan - Duty Disability Pension

Without regard to Paragraph L below, full time employees who receive a duty disability pension shall receive the same benefits including contributions on the same basis as is in effect for active employees as described in paragraph F above. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

H. Retiree Medical Benefit Plan - Non Duty Disability Pension

Eligible employees who are participants in the City's medical benefit plan who retire and receive a non-duty disability pension shall receive the same benefits including contributions on the same basis as is in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of service as a full time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

This paragraph only applies to employees who began WRS covered employment after October 16, 1992. Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same

benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph E above provided they have a minimum of ten (10) years of continuous service as a full time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit or the employee reaches age 65, whichever occurs first.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

J. Medicare Health Maintenance Organization and/or Supplemental Insurance

Effective February 1, 1992 all active employees and those retiree's that retired after January 1, 1983 that remained in the City's medical benefit plan are eligible to continue coverage by the carrier that the City has selected for a Medicare health maintenance organization and/or supplemental insurance plan. If the eligible employee has had continuous participation in the City's medical benefit plan from retirement to age 65, or Medicare eligibility age, he/she shall be allowed into the Medicare health maintenance organization and/or supplemental plan without waiting periods or limitations because of pre-existing conditions. These Medicare supplement plans shall be available to spouses of retirees under the same rules as above. Retirees and spouses are responsible for payment of the monthly rates.

K. City's Right to Select Vendors/Self Insure

The City shall have the right to select the plan vendors and/or to self-insure the plan. The level of benefits shall be described in the Schedules of Benefits as appropriate for each period under this agreement

L. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following two (2) full calendar months of employment.

M. Retiree Medical Benefit Plan- Younger Spouse

When a retiree reaches age 65, or reaches Medicare age, whichever occurs last, and his/her spouse is younger, the spouse may continue his/her coverage in the City's Medical Benefit Plan until the spouse reaches age 65 or reaches Medicare age, whichever occurs last, provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

- N. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die
Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

- O. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre-tax dollars. In addition to medical expenses, the plan may be used for vision, dental, eligible over the counter medications, and child care expenses.

The City agrees to credit and pay for all of the pension costs on the salary, which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan contributions due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

- P. One Plan for Married Employees

Effective January 1, 1994, married employees that both work for the City shall be limited to one medical benefit plan. The employee with the most seniority shall be the subscriber. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph C above.

- Q. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 6 shall receive the same medical benefit plan benefits including contributions rates on the same basis as in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of continuous service as a full time employee for the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Duty

Disability Retirement, Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

R. Dependent Coverage

Eligible dependents shall be covered through December 31st of the year in which their 22nd birthday occurs, unless they are a full time college student. Dependents who are full time college students shall remain eligible on the medical benefit plan until the end of the year in which they reach age 25.

A child is not an eligible dependent if they provide 50% or more of his/her own support as determined by the City of La Crosse Dependent Questionnaire in accordance with the IRS Standards.

Dependents to age 27, who do not meet the above criteria, may be eligible for medical benefit coverage under Wis. Statute §632.885 Age 27 mandate. For determination of eligibility, possible taxability of benefit, and to apply for coverage contact Human Resources.

S. Health Care Cost Containment Committee

The parties agree to establish a joint labor/management committee on health care cost containment during the term of the 2010-2011 agreement. The committee will be made up of two members from the bargaining unit and two members from the City. The committee shall meet no less than six (6) times during the term of the 2010-2011 agreement at a minimum of once per quarter, to study and explore methods to make recommendations for health care cost containment. The committee's recommendations will be provided to each representative's side no later than August of each year. Committee expenses up to \$1,000 per year may be authorized by the Director of Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for bargaining unit members during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of full time bargaining unit members employed as of January 1st of each respective year at a rate of \$50 per bargaining unit member. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

**ARTICLE 5
LIFE INSURANCE**

A. Benefits

The level of benefits in effect as of January 1, 1992 shall be maintained.

B. Eligibility

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment. Employees with prior Wisconsin Retirement Service (WRS) may qualify for coverage sooner.

C. Coverages Available

Employees may select insurance for themselves and their spouse and dependents as follows:

1. Basic:

This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

2. Additional - Units I, II, III:

This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees' ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

3. Spouse and Dependent:

This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

A. Schedule I: The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

B. Schedule II: This allows the employee to increase coverage for his/her spouse to \$20,000 and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. Cost of Insurance

All employees who are eligible and elect to participate in the Basic group life insurance program, shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance. Employees that elect Additional, Supplemental and/or Spouse and Dependent coverage shall pay the complete premium for such insurance.

E. Administration

The life insurance benefits described above shall be administered in accordance with State Statute # 40.03 (6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin - Employee Trust Fund (ETF) may at any time change the eligibility criteria, levels of coverage available, and the cost of such insurance. Any increase and/or decrease in the cost of Additional and Spouse & Dependent insurance will be at the expense of the employee.

F. Change of Carrier

The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect January 1, 1992.

G. Life Insurance Coverage for Eligible Retirees at Age 66

Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

ARTICLE 6 INCOME CONTINUATION INSURANCE

A. Benefits

The City will continue the present income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund until at least December 31, 1992, and shall continue it thereafter unless the parties in the joint labor management committee mutually agree to substitute another benefit or special incentive in its place. The recommendations of this committee must be approved by the full Common Council and the full union membership pursuant to its constitution and bylaws, before any changes are implemented

B. Cost of Insurance

The City's premium contribution shall be limited to the employer's share of the cost as authorized by Wisconsin State Statute # 40.61 and 40.62.

C. Change of Carrier/Self Insurance

The City reserves the right to self-insure and/or select the carrier for the present level of benefits.

D. Use of Benefits While on Leave of Absence

Employees electing to use Income Continuation Insurance benefits must do so in compliance with the City's leave of absence policy, which is consistent with both the State and Federal Family Medical Leave Act.

E. Administration

The benefits described above shall be administered in accordance with applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin - Employee Trust Fund (ETF) may at any time change the eligibility criteria, benefit levels, and the cost of such insurance.

ARTICLE 7 CHECK-OFF

The City shall deduct union dues from the wages of employees that authorize such payroll deductions. The City is to be saved harmless by the union in the event of any legal controversy involving this provision.

ARTICLE 8 WORK WEEK

The workweek for firefighters on a platoon system assignment shall be 204 hours in 27 days.

The work period shall be accomplished as follows:

- A. One 24 hour duty period.
- B. One 24 hour rest period for three consecutive duty/rest periods.
- C. Three 24 hour rest periods completing the cycle.

Firefighters not assigned to the platoon system shall work on an eight- (8) hour day, forty (40) hour week with a thirty (30) minute lunch period. Such workday shall encompass eight (8) hours daily.

The City shall not be liable for overtime resulting from exchange of work hours. If the City is not subjected to the provisions of the Fair Labor Standards Act and as a result would not be required to pay overtime on the present work schedule, the work week provisions shall be immediately reopened for purposes of negotiating a new schedule.

In the event that a four- (4) ten- (10) hour day workweek is established, all benefits shall be prorated accordingly. i.e. employees must liquidate ten hours of sick leave, vacation on such days. Holiday pay would be paid at 8 hours, for which the employee would be required to work

the remaining two (2) hours or take paid vacation within the same workweek. Bereavement leave shall not exceed the maximum hours per incident as defined in Article 9 (i.e. employee eligible for 3 work days shall not exceed 24 hours).

DUTY DAY

Duty day for firefighters on a platoon system are as follows:

Weekdays: Monday through Friday. The standard duty day starts at 08:00 hours and ends at 16:00 hours. A one (1) hour lunch period is provided between 12:00 hours and 13:00 hours. Supper is taken after 16:00 hours. After 16:00 hours, the remainder of the shift shall be on standby. Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

Saturdays: The standard duty day starts at 08:00 hours and ends at 12:00 hours. After 12:00 hours, the remainder of the shift shall be on standby. Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

Sundays and Holidays: The standard duty day starts at 08:00 hours and the entire shift shall be on standby, Exclusive of response to emergency calls and those duties essential to restoring department equipment and property to a proper condition of readiness for emergency conditions.

Management reserves the right to hold drill or training sessions as it deems necessary. When these drill or training sessions fall outside the designated standard duty day, the City will provide an equal amount of standby time during the standard duty day. Providing equal amount of standby time will be administered prior to or after the drill or training session is performed.

ARTICLE 9 BEREAVEMENT

A. Benefit

In the event of a death in the employee's immediate family the employee will be allowed time off without loss of pay or sick leave credits. Such paid funeral leave shall be used from the day of death up to and including the day after the funeral, but not to exceed two (2) platoon work days for those assigned to the platoon work schedule and not to exceed three (3) eight (8) hour work days for those assigned to the forty (40) hour week.

For employees assigned to a four (4) ten (10) hour workweek, bereavement leave is not to exceed 24 hours for an immediate family member. Eight (8) hours of bereavement leave will be available for other relatives as defined in paragraph C.

B. Immediate Family

Immediate family shall be defined as the employee's mother, father, legal guardian, spouse, children, brother or sister and mother-in-law and father-in-law.

C. Other-Relatives

In the event of a death of either the employee's, or the employee's spouse's grandparent or grandchild, brother-in-law, sister-in-law, great grandchild, or great grandparent, funeral leave will be authorized not to exceed twenty four hours for those on the platoon system and eight (8) hours for those on the forty (40) hour week for attendance at the funeral, such leave may be taken from the day of the death up to and including the day after the funeral. An additional shift day may be authorized by management if individual circumstances warrant. Participation by on-duty employees at the funeral for an active or retired City of La Crosse employee shall be governed by the Chief's memorandum dated November 4, 1999.

D. F.L.S.A. Overtime

The parties agree that the use of approved funeral leave as described in this article shall be counted as "hours worked" for the purposes of computing F.L.S.A. overtime.

E. No Benefit While Absent

No funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay off, FMLA leave, or any other leave of absence.

ARTICLE 10 EMPLOYEE SICK LEAVE

Employees of the Fire Department shall be governed by the following for the purpose of sick leave only; the following definitions are established.

Shift/Day: A shift day is construed as being 24 hours, normally consisting of the hours between 8 a.m. of one working day and 8 a.m. of the following day.

Employees of the Fire Department shall accumulate .75 shift days of sick leave, which shall be credited to them for each month of employment. The sick leave credits shall be cumulative to a maximum of 80 shift days.

For platoon employees, sick leave may accumulate to a maximum of eighty-nine shift days (89). Any unused sick days over the eighty (80) day cap, to a maximum of eighty-nine (89) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the eighty (80) day cap and receives fifty percent (50%) pay for up to the eighty-nine (89) day maximum, the employee will revert back to the cap of eighty (80) days as of the first of January. As an example, if an employee maintains the cap of eighty-nine (89) days and goes the entire year without using any sick days the same employee will receive four and a half (4.5) shift days payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year.

For day shift employees, sick leave may accumulate to a maximum of 1,525.75 hours. Any unused sick days over the cap of 1,371.43 hours, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the

employee reaches the cap of 1525.75 hours and receives fifty percent (50%) pay for up to the 1,525.75 hours maximum, the employee will revert back to the cap of 1,371.43 hours as of the first of January. As an example, if an employee maintains the cap of 1525.75 hours and goes the entire year without using any sick days the same employee will receive 77.16 hours of payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year.

The accumulated sick leave may be used for any bonafide illness or injury excepting those compensated for under the Wisconsin Worker's Compensation Act, and except authorized leaves as to injuries or illnesses incurred by employees engaged in such outside employment or business.

All sicknesses or injuries of over three days duration must be verified by a physician's certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. The City reserves the right of reasonable independent medical examination at City's expense.

Where sick leave abuse is suspected the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all absences including those of two (2) or less workdays for day shift employees, or those of forty-eight (48) hours or less for platoon employees. This requirement shall remain in effect for one (1) year, and may be extended by the Fire Chief for non-compliance. The exercise of this right shall only be implemented after the employee has received a written reprimand, following a documented verbal warning. It is understood that in blatant cases of abuse these progressive steps may be skipped. It is further understood that non-compliance shall result in loss of sick leave pay and possibly further discipline.

While receiving compensation for sick leave no employee shall perform any outside service for compensation during any of the period in which they are being so compensated and this period is determined as covering the time from when employee commences sick leave pay until they report their availability for active duty; this provision to be effective regardless of whether work days or off days are involved.

Payment of accrued sick leave shall be made only for illnesses, injuries or disease occurring on or carrying over to regularly assigned shift days.

Day employees may use up to three (3) days of accumulated sick leave credits in each year for personal business provided, however, that employees shall notify their supervisor at least twenty four (24) hours prior to the time off requested. Use of personal business time shall be deducted from the employee's sick leave bank. Employees who have not accumulated sick leave shall not be entitled to such time off.

Platoon employees may use up to 24 hours (in blocks of no less than 8 hours) of accumulated sick leave credits for personal business. Use of personal business shall be deducted from sick leave accumulation. Employees who have no accumulated sick leave shall not be entitled to such time off. Probationary employees may be authorized personal business after six (6) months of service.

No more than two (2) platoon employees will be guaranteed personal business time, department wide, between the hours of 0800 and 2000, excluding holidays. Additional requests for personal

business may be granted if staffing allows. If staffing allows, blocks of 24 hours of personal business time will be granted provided 24 hours notice has been given. Requests for 24 hours of personal business, which are made with less than 24 hours notice, may be granted at management's discretion. Personal business time cannot be requested more than 48 hours in advance. All personal business requests will be granted on a first come, first served basis.

At retirement only, the City will make a lump sum payment to the retiring employee equal to thirty-seven and a half percent (37 ½ %) of the accrued, but unused, sick leave on record at the time of retirement. Such payment should be according to Wisconsin Statutes Section 40.02 (22)(b)(6) concerning single cash sum payments.

ARTICLE 11 WORKER'S COMPENSATION

In addition to the usual statutory Worker's Compensation benefits, employees of the Department injured while on duty and eligible for Worker's Compensation benefits pursuant to Wisconsin Statutes shall be entitled to full salary during the healing period or period of temporary total disability. In all Worker's Compensation cases, including those involving a third party liability under the Worker's Compensation laws, the Wisconsin Statutes shall apply.

ARTICLE 12 MILITARY LEAVE OF ABSENCE

A. Benefit - Short Term Leave

Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence which has been ordered, not to exceed three (3) calendar weeks for 40 hour employees, and eight (8) shift days for platoon employees. Such time shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence. Military leave shall be in addition to any other authorized leaves.

B. Compensation Off Set

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay during such leave. Therefore, the City shall pay the difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employee's regular City straight time rate of pay if the military pay is less than City pay. Upon returning to duty, such employee shall submit an official statement of base pay earnings for the period of attendance. Such documentation should be submitted to the office of the Fire Chief. The compensation off set is provided for annual military training, not weekend drills.

C. Benefit - Long Term

Long term military leave may be granted to employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States. Such leave is without pay or benefits and may only be available to permanent

employees who volunteer for military service during a national emergency.

Employees on long term military leave (more than 180 days) who do not accept reappointment with the City at their same or comparable jobs within ninety (90) days from the date of their release from active duty, shall be deemed to have resigned from the City's employ.

Employees seeking reinstatement of their former status must submit a copy of their honorable discharge or its equivalent to the Director of Human Resources.

D. Application of State and Federal Laws

The City will comply with all state and national laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 13 PENSIONS - WISCONSIN RETIREMENT SYSTEM

The City will pay the total employee contribution required by the Wisconsin Retirement System pursuant to Chapter 40 of the Wisconsin State Statutes.

ARTICLE 14 WAGES AND SALARY SCHEDULE

A. Salary Schedule

Effective January 1st, 2010, all covered positions shall remain at the 2009 wage rate as identified on the attached salary schedules.

Effective January 1st, 2011, all covered positions shall receive an across the board increase in salary as identified on the attached salary schedules.

Effective July 1st, 2011, all covered positions shall receive an across the board increase in salary as identified on the attached salary schedules.

EMT certification and maintenance of such certification is required as a condition of employment. The City shall pay the bi-annual EMT recertification fee, related cost and applicable overtime if required. Employees shall attend monthly EMT recertification training as required by the department, which will be provided at least twice a month. Time trades and personal business days may be approved by the Fire Chief with the condition that the employee must attend the EMS module on their own time if the trade or personal business day conflicts with the scheduled EMT training. Failure to pass the exam will not result in disciplinary action, however the employee will be required to retake the exam until successful.

B. Pay Step Advancement (Steps A through E) For Employees Hired after Oct. 1, 1994

An employee shall progress from Step A to E each year on the anniversary date of their appointment to the department.

C. Premium Pay/Assignment to Special Teams

An employee who is a member of the Hazardous Materials, Rescue, or Water Rescue Core Teams, shall receive \$10.00 per month for being an active member. The Fire Department's policy on assignment to Special Teams described in the Chiefs correspondence dated October 20, 1997 shall be continued for the life of the 2010-2011 collective bargaining agreements. It is understood that all assignments to and removals from special teams are the decision of management.

D. Longevity Step Advancement (Steps F through I)

Longevity steps are included in the Salary Schedules and are computed as follows:

1. At Step F, the hourly rate shall be three percent (3%) higher than Step E. Step F is effective on the anniversary date after the employee has served ten (10) years in the department.
2. At Step G, the hourly rate shall be six percent (6%) higher than Step E. Step G is effective on the anniversary date after the employee has served fifteen (15) years in the department.
3. At Step H, the hourly rate shall be nine percent (9%) higher than Step E. Step H is effective on the anniversary date after the employee has served twenty (20) years in the department.
4. Step I hourly rate shall be twelve percent (12%) higher than Step E. Step I is effective on the anniversary date after the employee has served twenty-eight (28) years in the department.

E. Out of Rank Assignments

Effective October 1, 2010, the City will pay a Captain assigned to work as a Division Chief, an Engineer or Firefighter assigned to work as a Lieutenant, or a Firefighter assigned to work as an Engineer, an out of rank daily premium equal to the House Security Step A hourly rate. (In 2010, the Step A hourly rate for House Security will be \$15.25.) That amount is the daily premium paid to an employee in one of the above classifications who is assigned to work out of classification for at least four (4) hours. If a Lieutenant is assigned to work as Captain in a different house, the Lieutenant assigned to work as Captain shall receive the out of rank daily premium. If a Lieutenant is assigned to work as a Captain in his/her regularly assigned house for a period in excess of 90 calendar days, the Lieutenant shall receive the out of rank daily premium starting on the 91st day. An employee is eligible for only one (1) out of rank assignment on a day. Only one (1) out of rank assignment premium will be paid for a position for a day (to the employee first assigned). Whether an out of rank assignment is made and, if made, the selection of the bargaining unit member for the out of rank assignments shall be by management.

F. Direct Deposit of Paycheck

Direct deposit of paychecks shall be a mandatory condition of employment.

ARTICLE 15
VACATION

Employees shall receive with pay according to the following schedule.

Those employees assigned to the platoon system shall receive:

1. Three (3) consecutive shift days after one (1) year of continuous service.
2. Six (6) consecutive shift days after three (3) years of continuous service.
3. Nine (9) consecutive shift days after seven (7) years of continuous service.
4. Twelve (12) consecutive shift days after fourteen (14) years of continuous service.
5. Fifteen (15) consecutive shift days after twenty (20) years of continuous service.
6. Sixteen (16) consecutive shift days after twenty-six (26) years of continuous service.
7. Seventeen (17) consecutive shift days after twenty-eight (28) years of continuous service.
8. Eighteen (18) consecutive shift days after thirty (30) years of continuous service.

Those employees assigned to a 40-hour weekly schedule shall receive:

1. One (1) week after one (1) year of continuous service.
2. Two (2) weeks after three (3) years of continuous service.
3. Three (3) weeks after seven (7) years of continuous service.
4. Four (4) weeks after fourteen (14) years of continuous service.
5. Five (5) weeks after twenty (20) years of continuous service.
6. Twenty-six (26) days after twenty-six (26) years of continuous service.
7. Twenty-seven (27) days after twenty-seven (27) years of continuous service.
8. Twenty-eight (28) days after twenty-eight (28) years of continuous service.
9. Twenty-nine (29) days after twenty-nine (29) years of continuous service.
10. Six (6) weeks after thirty (30) years of continuous service.

Time off without pay may result in pro-rated vacation accrual for the following year.

When an employee's service to the City is terminated by retirement or resignation, he/she shall receive pay for his/her unused earned vacation and prorated vacation pay for the current year of employment. However, no prorated vacation shall be paid to employees who terminate

employment before reaching their first anniversary date, or who are terminated as a result of disciplinary actions.

Vacation credits shall be prorated on the basis of 1/12th of the employee's earned vacation for each month of employment calculated from his/her last anniversary date to the termination date.

The approval and scheduling of vacation shall be the responsibility of the Fire Chief; however, vacations shall be scheduled by seniority whenever possible. The vacation scheduling should be completed by the first week in December.

Due to the fact that the Fire Department needs to schedule vacations in the preceding year, the possibility exists that a first year employee may be required to take a vacation prior to their anniversary date. In this event, if the employee separates employment with the City, vacation taken prior to the employee's anniversary date will be withheld from their last paycheck.

ARTICLE 16 OVERTIME

Employees subject to this agreement shall be paid for all work over 204 hours in a 27 day work period at time and one-half.

Time not worked shall be exempt from the overtime calculations of the pay period in accordance with the Fair Labor Standards Act. However, employees subject to this agreement will be compensated at time and one-half for hours worked over and above their normal work schedule.

The 27 day work period shall be established on a date at the beginning of the work cycle nearest April 15, 1986. The "A" shift work cycle beginning January 18, 1994 shall be modified by the parties to equalize FLSA overtime availability between all shifts.

ARTICLE 17 HOLIDAYS

A. Benefits

All employees of the Fire Department on the platoon work schedule shall receive holiday pay for eleven (11) holidays without regard to whether they fall on days of work or not. Pay for such holidays shall consist of twelve (12) hours for those on the platoon work schedule and eight (8) hours for those on the 40-hour work schedule.

The holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve. Those employees scheduled to work on any of the above named holidays shall receive time and one-half for all hours worked on the holiday plus twelve (12) hours additional holiday pay at straight time rates.

B. Holidays - Forty Hour Employees

In the event that any of the above mentioned holidays fall on a Saturday the City shall celebrate the holiday on Friday and if the holiday falls on a Sunday, the next following Monday shall be designated as the holiday for those employees assigned to the forty (40) hour work week. Employees will be allowed time off with pay whenever possible. If required to work, such employee's shall receive time and one-half (1 1/2) for up to eight (8) hours of work on a designated holiday.

Should an employee be assigned a work schedule of four (4) ten (10) hour days, the employee will be entitled to eight (8) hours of holiday pay for the designated holidays. Employee will be required to work the remaining two (2) hours in the same workweek or take paid vacation.

C. Holiday Pay Eligibility Rules - Platoon and Forty-Hour Employees

In order to be eligible for holiday pay, qualified employees must work the full shift on the employee's last scheduled workday prior to the holiday and such employee must further work the full shift on the first regularly scheduled workday after the holiday. For purposes of this paragraph, use of accrued vacation, sick leave, personal business days, bereavement leave, and time trades will be considered hours worked for holiday eligibility.

ARTICLE 18 CLOTHING ALLOWANCE

A. Benefit

A clothing allowance in the amount of four hundred twenty-five dollars (\$425.00) per year will be authorized for each employee covered under this agreement. Such allowance is payable on the first payday of January of each year.

Each employee shall be responsible for \$50.00 of the cost of each uniform item ordered. The City shall purchase no less than 3 and no more than 6 approved Nomex items of the employee's choice (any combination of pants, SS shirts and LS shirts). For the uniform allowance to be non-taxable income the employee shall report by November 1st, on a form approved by the City, all receipts for uniform purchases and maintenance. Such form must be turned into the Finance office and will result in non-taxable wages.

Employees' must complete a requisition form for Fire management indicating the number and specific pieces of uniform items to be purchased, by January 10th of the respective year. The City shall make a group purchase no later than February 15th of each year, for all requisitioned uniform items. Employee payment of \$50 per requisitioned item, minimum purchase requirement of 3 uniform items – maximum of 6 uniform items, shall be made payable to the City upon receipt. All uniform purchases made after the annual group purchase will be at the employee's expense.

B. New Employees

New hires will receive a uniform allowance of 50% of the uniform allowance in effect for current employees on their first payroll check and the other 50% on the first payroll check following completion of six months of employment. A new hire will be allowed to participate in the

department's uniform purchasing program and may choose to spend their uniform allowance in accordance with the terms established in Paragraph 2 of section A, Article 18.

In addition to the clothing allowances authorized herein, all new employees of the Department shall receive a one time only payment of one hundred dollars (\$100.00) towards the purchase of a dress uniform. A dress uniform allowance in a sum not to exceed one hundred dollars (\$100.00) shall be paid to the employee at the end of their probationary period upon presentation of a paid invoice for the approved uniform.

C. Retiring Employees

In the year that an employee is anticipating retirement they shall not be bound by the terms established in Paragraph 2 of Section A, Article 18. This waiver is available to a firefighter once in his/her career.

D. Damage to Eyeglasses and Personal Items

Eyeglasses, damaged or lost, involving a job related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred and fifty dollars (\$250.00). Lost and damaged personal items or uniforms involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed one hundred dollars (\$100.00) per item, pro-rated provided proof of loss is furnished and there is a report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the employee shall additionally receive the difference between the applicable above stated amount and the amount actually received.

E. Firefighters shall not wear official City of La Crosse Fire Department shirts, hats or jackets while off-duty with the exception of incidental stops for convenience (gas, grocery stores, pharmacy, etc.) immediately preceding or following the employee's work shift, or for honor guard, parades, funeral activities, department interviews, or while appearing before governmental bodies. At no time is a firefighter permitted to consume alcoholic beverages while wearing official City of La Crosse Fire Department shirts, hats or jackets, or be in a place where alcoholic beverages are served except for the annual Union dance or while in the dining room of a restaurant.

ARTICLE 19 RECALL/CALL IN TIME

A. Recall

In the event that an employee is recalled to duty after having left the premises they shall receive a minimum of three (3) hours pay, or pay for actual hours worked whichever is greater. Such pay shall be considered hours worked for the purposes of calculating overtime.

The above stated policy shall apply uniformly to all employees with the exception of the following titled positions: Computer Trainer, EMS Trainer and core team leaders. These positions may be paid recall time on an as worked basis provided the recall time is for a title specific meeting that is scheduled no less than 24 hours in advance. A minimum of one (1) hour pay, or pay for actual hours worked, whichever is greater, shall be paid to the affected parties. Such pay shall be considered hours worked for the purposes of calculating overtime.

B. Call In - Abutting Shift

An employee called in to work early less than three (3) hours prior to the start of their regular shift shall receive pay for actual hours worked and the three (3) hour guarantee cited above shall not apply. However, such pay shall be considered as hours worked for the purposes of calculating overtime.

ARTICLE 20 CESSATION OF SERVICE CLAUSE

It is understood that the services performed by the Fire Department employees included in this agreement are essential to the public health, safety and welfare. They agree that there shall be no interruption in service nor shall there be any slowdown or other interference with the performance of service during the term of this Agreement.

ARTICLE 21 RESERVATION OF RIGHTS

The City retains all of the rights, powers and the authority exercised or had by it prior to the time that the Union became the Collective Bargaining Representative of the employees here represented except as specifically limited by express provisions of this agreement. The powers, rights and/or authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this agreement or to violate the spirit, intent or purposes of this agreement. It is, therefore, agreed that except as otherwise specifically provided herein, the Management of the City of La Crosse Fire Department and the direction of the work force, including but not limited to the right to hire, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations governing conduct and safety, to determine schedules of work, to establish and implement new job descriptions, subject to impact bargaining, to subcontract work, except for emergency medical services and fire protection service work that has historically been performed by the members of the bargaining unit, together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management.

New rules or changes in rules shall be posted in each Fire Station fourteen (14) calendar days prior to their effective date unless an emergency requires a more rapid implementation of the rule.

ARTICLE 22 JURY DUTY AND COURT APPEARANCE

A. Jury Duty

The City employee is subject to jury service in the same manner as other citizens. No salary deduction is made during such service, but all jury fees received for jury duty during working hours must be paid to the City Treasurer Department, and a copy of the receipt shall be filed with the City Clerk. Jurors, when not assigned to cases, must report to their regular work for the remainder of the day. Such duty shall be recorded on the payroll by the department head.

B. Court Appearances

In the event an employee is subpoenaed to testify in court regarding a work-related incident, provided such subpoena has been authorized by the Fire Chief, the subpoenaed employee shall receive time and one-half for time spent in court, and further provided that the employee is not on a regularly scheduled work day.

ARTICLE 23 RESIDENCY REQUIREMENT

All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1, 2005 employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein.

The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile/residency within the City.

It is understood that compliance with the domicile/residency requirement is a condition of employment. In cases where non-compliance is proven it shall result in termination of employment.

ARTICLE 24 LIMITATIONS ON DISCIPLINARY LANGUAGE

- A. Any and all written reprimands and/or memos of reprimands for all disciplinary actions less than suspensions, shall be removed from the employee's file three (3) years after the date of the reprimand.
- B. Any and all other disciplinary actions shall cease to have force and effect and shall be removed from the employee's personnel file five (5) years after the date of the disciplinary action.
- C. It is the intention of the parties that any memorandum notation or disciplinary action hereby removed from an employee's file shall not be used in any future disciplinary action.
- D. The City shall not, warn, suspend, demote, and/or discipline or discharge any employee except for just cause. If the City warns, suspends, demotes and/or discharges an employee for just cause, the City shall notify to the recording secretary of the Union at the same time such action was taken.

ARTICLE 25 SAVINGS CLAUSE

This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Union where mutually agreeable. The

waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 26 PAGER PAY

Employees who are required to carry the pager shall be paid an additional forty-five dollars (\$45.00) per month to be on call.

It is understood that this benefit is limited to these named positions: Facilities Maintenance Mechanic, Lieutenant of Inspection, Lieutenant of Inspection Trainee/Lieutenant, team leader for technical rescue, and team leader for water rescue.

ARTICLE 27 TRAINING OPPORTUNITIES AND EMPLOYEE DEVELOPMENT

The parties agree that staff training is essential to develop employee skill sets to meet the future needs of the Fire Department. It is further agreed that all off duty training assignments to bargaining unit employees, approved in advance by the Fire Chief, shall be compensated at applicable overtime rates. Training opportunities in the Fire Department will be made available to bargaining unit members so that new techniques, ideas and technological advancements and employee development can be brought back and shared with other department members. The Fire Chief shall maintain a posting location on the Fire Department intranet website. Posted training shall include the subject, location, date, time and eligible employee classifications. Interested bargaining unit members may submit their name for consideration at the same website. Bargaining unit members assigned by the Fire Chief to posted training opportunities shall be eligible for travel costs, tuition, per diem for food and lodging, and overtime if scheduled during off duty time. Employees so assigned shall successfully complete all course requirements. Local 127 members may request that additional training be considered for posting by notifying the Fire Chief with details and support information in writing. Requesting additional training postings does not give preference to requesting employee.

A training fund shall be established for calendar year 2010 and 2011. Training expenses to be taken from this fund shall include course tuition, books, per diem for food & lodging, overtime for training and backfill if scheduled during off duty. These funds are for the purpose of funding all training for Local 127 members excluding core team training described in the letter dated October 20, 1997 and addendum, EMT recertification, and training that is reimbursed from outside sources.

A training committee shall be established to review progress of this program, including training requests, approvals and current fund balance. The committee shall consist of 2 members of Local 127, the Fire Chief and the Division Chief of Training, or their designee.

It is understood that any overtime compensation paid to employee on approved training shall be limited to an 8 hour workday. Fire Academy training of one (1) week or more may result in employee's work schedule being changed to a 40 hour work week as applicable and will not result in a loss of earnings for the week.

**ARTICLE 28
TUITION REIMBURSEMENT**

Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Fire Chief and the Director of Human Resources. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement policy (see attached).

**ARTICLE 29
FAMILY AND MEDICAL LEAVE**

Employees covered by this agreement are eligible for Family and Medical Leave in accordance with the City's policy as amended from time to time. It is understood by both parties that any amendments/changes in the aforementioned City's policy will be consistent with changes in the Federal and State laws.

**ARTICLE 30
LEAVE OF ABSENCE**

The Fire Chief may, with the approval of the Director of Human Resources, grant an employee a leave of absence without pay for good reason when the employee's services can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) days unless unusual circumstances are evident. The use of applicable paid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal laws.

Leave taken without pay may result in pro-rated vacation accrual for the following year. It is understood that pro-ration shall take into consideration "total hours" paid in the previous calendar year, i.e. for day shift employees 2080 hours equals one (1) full year. Approval of unpaid leave for union business shall be considered hours paid for the purposes of computing vacation and sick leave accruals.

**ARTICLE 31
REASONABLE SUSPICION DRUG AND ALCOHOL POLICY AND PROCEDURES**

The procedures outlined in this document for drug and alcohol testing shall be covered by all applicable articles of the labor agreement between the City of La Crosse Fire Department and the La Crosse Fire Fighters, Local 127, IAFF.

Section 1. Policy: The City of La Crosse Fire Department and the La Crosse Fire Fighters, Local 127, IAFF, recognize the drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the employer. Prior to any testing, the employee will be required to sign the attached consent and release form. No disciplinary action will be taken against an employee unless he/she refuses to sign the consent and release form, refuses to take a drug/alcohol test, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program.

Section 3. Employee Testing: Employees shall not be subject to random medical testing involving urine, breath, or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the employer will require the employee to undergo a medical test consistent with the conditions set forth in this policy. An employee that is ordered to participate in a drug and alcohol test shall have the right to consult with the Medical Review Officer or his representative following the alcohol portion of the testing process. If and only if the Medical Review Officer or his designated representative concurs shall the employee be tested for substance abuse.

Section 4. Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the union and the employer. The laboratory used shall also be one whose procedures are periodically tested by the NIDA where they analyze unknown samples sent to an independent party. The results of employees tests shall be made available to the Medical Review Officer. Collection of blood, breath or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The union and the employer agree that security of the biological urine, breath and blood samples is absolutely necessary, therefore, the employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood, breath or urine samples will be submitted as per NIDA standards. Employees have the right for union or legal counsel representative to be present during the submission of the sample.

All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels (effective April 22nd, 2004) shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	
Codeine	2000 ng/ml
Morphine	2000 ng/ml
Phenacyclidine	25 ng/ml
Amphetamines	
Amphetamine	1,000 ng/ml
Methamphetamine	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatograph/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6 acetylmorphone (6-AM) ¹	10 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) Conduct test for 6-AM only when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by performing a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) a. This screening test shall be performed by a qualified individual. An initial positive alcohol level shall be as determined by the USDOT in administering the Federal Motor Carriers Safety Act (FMCSA) CDL provisions. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) will be performed. Sampling handling procedures, as detailed in Section 4, shall apply. A positive breath alcohol level shall be as determined by the USDOT in administering the Federal Motor Carriers Safety Act (FMCSA) CDL provisions. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Officer. The Medical Review Officer shall be chosen and agreed upon between the union and the employer and must be a licensed physician with a knowledge of

substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. The employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation and Offenses and Penalties Program. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

Any employee who tests positive the first time shall be medically evaluated, counseled and treated for rehabilitation as recommended by an EAP Counselor. Employees who complete a rehabilitation program can be re-tested randomly at least once every quarter for the following twenty-four (24) months. If an employee tests positive a second time during the twenty-four month period, they shall be subject to a disciplinary action of a three (3) day suspension without pay. The employee will be reevaluated by an EAP Counselor to determine if the employee requires additional counseling or treatment. The employee will also receive a last chance agreement. If the employee does not sign the last chance agreement, he/she will be subject to disciplinary action up to and including dismissal. If the employee tests positive a third time during this subsequent twenty-four (24) month period, he/she will be dismissed from his/her position with the La Crosse Fire Department subject to approval of the Police and Fire Commission.

Section 11. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, or upon recommendation by the EAP Counselor, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any of employer action under the terms of this agreement is grievable.

Section 13. Union Held Harmless: This drug and alcohol testing program was initiated at the request of the employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provision and/or application of this collective bargaining agreement related to drug and alcohol testing. The union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the Grievance Procedures of this contract.

Section 15. Conflict With Other Laws: This article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local Statutes.

Reporting Procedure:

If a member of the La Crosse Fire Department, through his or her appearance, odor, mood, actions, job performance, is suspected of being impaired due to alcohol, drugs, etc., the Officer in Charge or any member shall notify the Shift Commander, Division Chief of Administration, or Chief. If however, in the opinion of the Officer in Charge, the members is so impaired as to be a danger to him or herself or others the Officer shall remove said employee from service immediately and report same to Shift Commander.

If the impaired individual is the Officer in Charge, then any member shall report same to Shift Commander.

If the impaired individual is the Shift Commander, then any House Officer, or any member shall report same to Division Chief.

If the impaired member is the Division Chief of Administration, then the Shift Commander, any Officer, or any member shall report same to Chief.

If the impaired member is the Chief, the Division Chief of Training, or the Division Chief of Inspection, then any member shall notify the Division Chief of Administration.

Upon receipt of a report of suspected impaired member, the Shift Commander or appropriate management staff and a second non-union management team member shall evaluate the member using the protocols obtained in their Supervisor's Management Training. If both agree that there is enough evidence for a for cause test, the member will be informed of their decision and both Management Team Supervisors will escort (drive) said member to:

- From 0800 hours to 1600 hours, Monday – Friday, Gundersen Lutheran Occupational Health
- All other times member shall be taken to Gundersen Lutheran Emergency Room

Note: Shift Commander must call first to alert facility of for cause test.

After the test, the member will be driven by both supervisors back to work or home, depending on the test results, doctors orders and protocol.

If member refuses to go to the hospital to be tested, he or she will be placed on sick leave and driven home by the two supervisors and a positive test will be recorded. Followed by the appropriate actions after proper investigation.

Under special circumstances and only under special circumstances when a time exists that a second supervisor, after all have been paged and all cannot respond in a reasonable time, then one management team member can decide if the criteria for cause is met, then that management team member and one Union member will escort the individual to the hospital.

Note: If a member is acting as a Shift Commander, and no management team member is on duty, then he/she must assume responsibility of that position in these matters.

Local #127 will be notified by phone before any of their membership is taken to the hospital in the following order until someone is contacted: President, Executive Board Member, Member. The involved member is encouraged to seek Union Representation early in the process and is entitled to Union representation anytime during the process. Union representation of a specific Union representative must be in a timely manner, otherwise the representative will follow the above mentioned order. The Union President will be notified of any and all actions in writing as soon as possible after the incident has taken place. If test is negative, the Union President will be notified as above and no written correspondence will be kept.

Before any Drug and/or Alcohol Testing procedures can start, the member must sign a Gundersen Lutheran "Authorization for Release of Information" form.

The form is to be filled out in the following manner:

1. Full name – including middle initial
Social Security number
Date of birth
Address
2. Under "I authorize":
Gundersen Lutheran Occupational Health, EAP, Dr. Scorby or his
Representative
Address of care provider
3. Under "to release to":
Shift Commander on Duty Non-Union
Or Gregg Cleveland
Assistant Chief (named specifically)
Warren Thomas
Wendy Oestreich
Address of Representative

*at least one name must appear on the form

4. Under "specific type of information":
 - (*) 2. Any for cause testing the physician orders

5. Under "the purpose:"
 - (*) Other – to help with the administration of the La Crosse Fire Department Drug and Alcohol Policy

**ARTICLE 32
ENTIRE AGREEMENT**

This agreement shall remain in full force and effect commencing on the first day of January, 2010 and terminating on the December 31, 2011, and is subject to approval of the Common Council of the City of La Crosse before becoming effective.

It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this agreement must meet the requirements and procedures required by law.

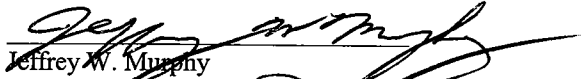
The City agrees to a wage reopener if during the life of this contract it is required to take over the ambulance service for the City of La Crosse.

AGREEMENT

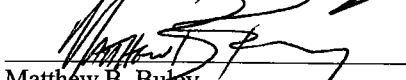
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 9th day of Sept., 20 10.

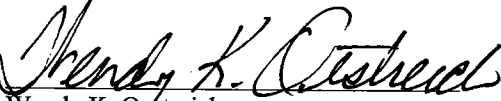
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL UNION 127, AFL-CIO


CITY OF LA CROSSE



Jeffrey W. Murphy
President

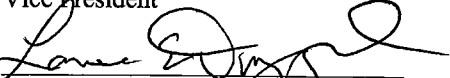

Mayor Mathias Harter



Matthew B. Buley
Vice President

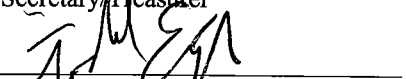

Wendy K. Oestreich
Director of Human Resources

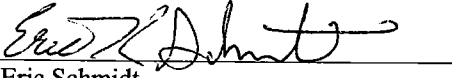

Mike A. Suchla
Vice President



Amy Spriggle
Human Resources Specialist



Lance E. Tryggestad
Secretary/Treasurer

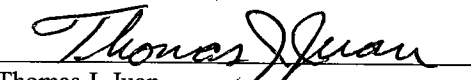

Marilyn Wjgdahl, Chairman
Finance & Personnel Committee

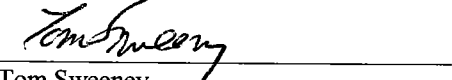

Todd R. English
Trustee


Eric Schmidt
Finance & Personnel Committee


Blane Neher
Trustee


Richard Swantz
Finance & Personnel Committee


Thomas J. Juan
Trustee


Tom Sweeney
Finance & Personnel Committee


Audrey Kader
Finance & Personnel Committee


Chris Olson
Finance & Personnel Committee

**Memorandum of Understanding #1
Training Opportunities – Employee Development**

July 19, 2010

Jeffrey Murphy, President
IAFF Local #127

RE: Training Opportunities – Employee Development


Dear Jeff:

This letter is to confirm the understanding reached by the parties during negotiations for the 2010-2011 collective bargaining agreement. The parties agreed that all approved training assigned by the Fire Chief to bargaining unit employees while off duty would be compensated at applicable overtime rates. It is further agreed that approved training costs shall not exceed twenty seven thousand five hundred dollars (\$27,500) in 2010; and in 2011. Such costs to include travel, registration fees, tuition, training materials, books, per diem for food and lodging and overtime compensation as applicable for the attendee of the training class and any resulting overtime costs to backfill for his/her absence.

AGREEMENT



Jeffrey Murphy (date) 9-20-10
President
IAFF Local #127 AFL-CIO-CLC



Wendy K. Oestreich (date) 9-20-10
Director of Human Resources
City of La Crosse

**Memorandum of Understanding #2 – Exceptions to Continuous Service
for Retiree Medical Benefit Plan Coverage**

July 20, 2010

Jeffrey Murphy, President
IAFF Local #127

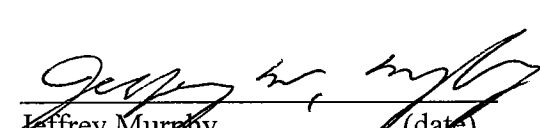

RE: Understandings Reached in Bargaining
The 2010-2011 Collective Bargaining Agreement

Dear Jeff:

The parties agree that all employees who left full time service with the City and then returned to full time employment prior to July 1, 2004, shall be exempt from the continuous employment requirement found in Article 4, E1, Paragraph 2.

Only full time employment with the City will be counted towards the years of service requirement in order to receive retiree Medical Benefit Plan coverage (i.e. part-time employment is not considered).

AGREEMENT

 Jeffrey Murphy President IAFF Local #127 AFL-CIO-CLC	9-20-10 (date)	 Wendy K. Oestreich Director of Human Resources City of La Crosse	9-20-10 (date)
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Memorandum of Understanding #3 – Voluntary Dental Plan

July 20, 2010

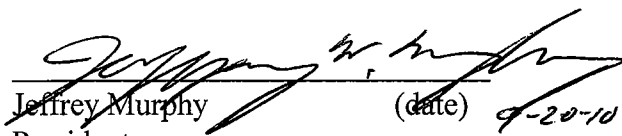
Jeffrey Murphy, President
IAFF Local #127


RE: Understandings Reached in Bargaining
The 2010-2011 Collective Bargaining Agreement

Dear Jeff:

This is to confirm an agreement made in negotiations for the 2010-2011 collective bargaining agreement. Effective January 1, 2005, the City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

AGREEMENT


Jeffrey Murphy (date) 9-20-10
President
IAFF Local #127 AFL-CIO-CLC


Wendy K. Oestreich (date) 9-20-10
Director of Human Resources
City of La Crosse

**Memorandum of Understanding #4
F.L.S.A. Study Committee**

July 20, 2010

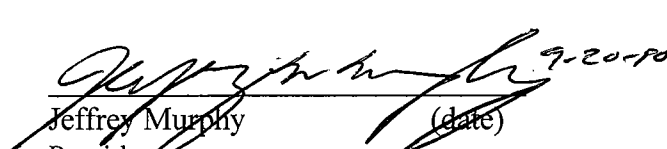
Jeffrey Murphy, President
IAFF Local #127

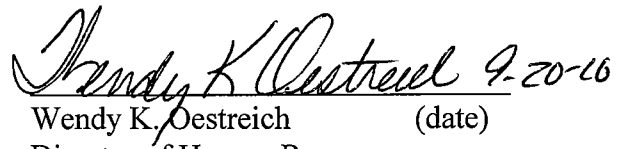
RE: F.L.S.A. Study Committee

Dear Jeff:

This letter is to confirm the understanding reached by the parties during negotiations for the 2010-2011 collective bargaining agreement. The parties agreed to form a joint labor management committee to discuss the advantages or disadvantages of changes in how the City computes F.L.S.A. overtime for Local #127 employees.

AGREEMENT


Jeffrey Murphy (date)
President
IAFF Local #127 AFL-CIO-CLC


Wendy K. Oestreich (date)
Director of Human Resources
City of La Crosse

**Memorandum of Understanding #5
Assignment to EMS Trainer**

July 20, 2010

Jeffrey Murphy, President
IAFF Local #127

RE: Assignment to EMS Trainer

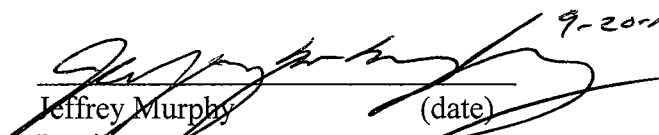
Dear Jeff:


This letter is to confirm the understanding reached by the parties during negotiations for the 2010-2011 collective bargaining agreement. The parties agreed that effective January 1, 2010 employees assigned by the Fire Chief to the assignment of EMS Trainer shall receive \$1.62 per hour/56 hour work week premium pay, which shall be in addition to their regular (non-EMS Trainer) classification and pay step. Effective January 1, 2011 such premium shall be \$1.64 per hour/56 hour work week. Effective July 1, 2011 such premium shall be \$1.65 per hour/56 hour work week.

It is further agreed that the assignment opportunity to EMS Trainer shall be posted to all employees. The Fire Chief shall select from those employees showing interest in the posted assignment. Effective January 1, 2008 employees so assigned shall perform such duties a minimum of five (5) years or until removed by the Fire Chief. It is understood that the one (1) incumbent presently assigned as EMS Trainer is exempt from this requirement.

It is agreed that employees assigned to the EMS Trainer position shall be paid at the applicable Fire Department overtime rate for State EMT Trainer certification training which occur outside their normal work schedule.

AGREEMENT


Jeffrey Murphy
President
IAFF Local #127 AFL-CIO-CLC
9-20-10
(date)


Wendy K. Oestreich
Director of Human Resources
City of La Crosse
9-20-10
(date)

**Memorandum of Understanding #6
Filling of Vacancies**

July 20, 2010

Jeffrey Murphy, President
IAFF Local #127

RE: Filling of Vacancies

Dear Jeff:


This letter is to confirm the understanding reached by the parties during negotiations for the 2010-2011 collective bargaining agreement.

The City, as of July 2010, has three (3) Captain vacancies. The City anticipates that it will have a fourth Captain vacancy during the term of the 2010-2011 collective bargaining agreement.

The City agrees that it will fill all three (3) Captain current vacancies within thirty (30) days of ratification of the 2010-2011 collective bargaining agreement. Further, the City agrees to fill all vacancies above Firefighter created by the trickle down of filling those three (3) vacancies. In other words, if a Lieutenant is selected to fill a Captain's position, another officer will be selected to fill the newly vacated Lieutenant's position. If that new Lieutenant's position is filled by an Engineer, a Firefighter will be promoted to fill the vacant Engineer position. The trickle down of those postings and promotions will be accomplished within 60 days of the ratification of the 2010-2011 collective bargaining agreement.

The City further agrees that it will fill a fourth Captain vacancy, if vacated during the term of this collective bargaining agreement, within thirty (30) days of the creation of the vacancy. Further, the City agrees to fill all vacancies above Firefighter created by the trickle down of the filling of that vacancy.

 9-20-10
Jeffrey Murphy (date)
President
IAFF Local #127 AFL-CIO-CLC

 9-20-10
Wendy K. Oestreich (date)
Director of Human Resources
City of La Crosse

Schedule of Benefits by Type of Services

Plan Design Feature	NETWORK	Out of NETWORK
1. Annual Deductible	\$250 (\$275 in 2011) per COVERED PERSON per YEAR, not to exceed \$750 (\$825 in 2011) per FAMILY UNIT.	\$600 per COVERED PERSON per YEAR – separate from in-network deductible; not to exceed \$1,800 per FAMILY UNIT.
	<p>Note: Any fixed-dollar copay amounts are applied to the amount of allowable expenses before the annual deductible. The deductible amount is not satisfied or lowered by any fixed-dollar copay amounts, any amounts exceeding the fixed-dollar and fixed-visit limits, and excluded items.</p> <p>Deductibles for in-network and out-of-network do not cross apply.</p>	
2. COVERED PERSON'S Out-of-Pocket Limit per YEAR	<p>No separate Out-of-Pocket limit.</p> <p>Each COVERED PERSON is responsible for his or her:</p> <ul style="list-style-type: none"> a. deductible; b. copay dollar amounts for drugs, various types of VISITS, service visits, and EXAMS, and HOSPITAL OUTPATIENT services for an EMERGENCY; and c. copay percentage amounts for MENTAL ILLNESS, CHEMICAL DEPENDENCY, and dental restorative services; and d. any amounts exceeding the fixed-dollar and fixed-visit limits. 	<p>Deductible, plus 20% of next \$6,000 of eligible expenses per COVERED PERSON (that is, \$1,200 per COVERED PERSON out of pocket, not to exceed \$3,600 per family).</p> <p>Each COVERED PERSON is also responsible for his or her:</p> <ul style="list-style-type: none"> a. copay dollar amounts for drugs, various types of VISITS, service visits, and EXAMS, and HOSPITAL OUTPATIENT services for an EMERGENCY; and b. copay percentage amounts for MENTAL ILLNESS, CHEMICAL DEPENDENCY, and dental restorative services; and c. any amounts exceeding the PREVAILING FEE level and fixed-dollar and fixed-visit limits.
3. Lifetime Maximum	\$2,500,000 per COVERED PERSON including claims paid since 1/1/2002, other than OUTPATIENT drugs.	
4. HOSPITAL INPATIENT (Facility) for DISABILITY, not MENTAL ILLNESS and CHEMICAL DEPENDENCY (see row 8 below)	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount.</p> <p>Services for EMERGENCY after in-network deductible, 100% of billed amount applies for facility services continuous from the HOSPITAL OUTPATIENT emergency department though any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended.</p>
5. HOSPITAL OUTPATIENT including X-Ray, Lab Tests, & Screenings (Facility) for DISABILITY, PREVENTIVE SERVICES, MENTAL ILLNESS and CHEMICAL DEPENDENCY (Non-EMERGENCY)	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 below.</p>	<p>After deductible, 80% of billed amount.</p> <p>Lab services for an EMERGENCY after in-network deductible, 100% of billed amount applies (after deductible) for services originating from HOSPITAL OUTPATIENT emergency department until such discharge.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>6. HOSPITAL OUTPATIENT Services for an EMERGENCY (Facility and Practitioner)</p>	<p>After \$50 copay amount per facility visit and deductible, 100% of NETWORK discounted amount;</p> <p>Copay is waived when admitted as an INPATIENT within 24 hours.</p> <p>Note: Services related to URGENT CARE are covered like an office VISIT per row 13.</p>	<p>After \$50 copay amount per facility visit and in-network deductible,</p> <p>100% of billed amount;</p> <p>Copay is waived when admitted as an INPATIENT within 24 hours.</p> <p>Note: Services related to URGENT CARE are covered like an office VISIT per row 13.</p>
<p>7. Non-HOSPITAL X-ray, Lab Tests, and Screenings (Facility and Practitioner) for DISABILITY, PREVENTIVE SERVICES, MENTAL ILLNESS and CHEMICAL DEPENDENCY</p>	<p>After deductible, 100% of NETWORK discounted amount.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>Lab services for an EMERGENCY: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge.</p>
<p>8. MENTAL ILLNESS, INPATIENT including related lab tests & screenings plus interpretive services of pathologists and radiologists (Facility and Practitioner)</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>For EMERGENCY INPATIENT services: after deductible, 100% of NETWORK discounted amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay (up to the maximum limit on days per YEAR below).</p> <p>Maximum of 30 days per YEAR including any transitional OUTPATIENT treatment days, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>For EMERGENCY INPATIENT services after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay (up to the maximum limit on days per YEAR below). Maximum of 30 days per YEAR including any transitional OUTPATIENT treatment days, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>9. MENTAL ILLNESS, OUTPATIENT & office visits (Facility and Practitioner) not related lab tests & screenings (see rows 5 and 7 above)</p>	<p>After deductible, 100% of NETWORK discounted amount of the first 15 daily service visits, and 60% of next 25 daily service visits per YEAR including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services: after deductible, 100% of NETWORK discounted amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge (up to the maximum limit on daily service visits per YEAR below)</p> <p>Maximum of 40 daily service visits per YEAR combined for NETWORK and out of NETWORK (other than separate services for related lab tests and screenings, interpretive services of pathologists and radiologists).</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service, of the first 15 daily service visits and 50% of next 25 daily service visits per YEAR including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge (up to the maximum limit on daily service visits per YEAR below).</p> <p>Maximum of 40 daily service visits per YEAR combined for NETWORK and out of NETWORK (other than separate services for related lab tests and screenings, interpretive services of pathologists and radiologists).</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>
<p>10. CHEMICAL DEPENDENCY, INPATIENT</p>	<p>Combined with MENTAL ILLNESS above.</p>	<p>Combined with MENTAL ILLNESS above.</p>
<p>11. CHEMICAL DEPENDENCY, OUT-PATIENT & Office Visits</p>	<p>Combined with MENTAL ILLNESS above.</p>	<p>Combined with MENTAL ILLNESS above.</p>
<p>12. Professional Ambulance</p>	<p>After deductible, 100% of NETWORK discounted amount to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.</p>	<p>After deductible, 100% of billed amount to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>13. PHYSICIAN (other than Surgeon, Obstetrician, & Chiropractor) for DISABILITY – <i>not</i> MENTAL ILLNESS and CHEMICAL DEPENDENCY (see row 9 above)</p>	<p>After \$10 (\$20 in 2011) copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount, including services for URGENT CARE.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-rays and lab including diagnostic screenings for technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists); b. anesthesiologist services; c. non-PHYSICIAN rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I. & II. and d. non-PHYSICIAN allergy services. 	<p>After \$25 copay per VISIT or EXAM and deductible: 80% of billed amount <i>not</i> to exceed PREVAILING FEE level for such type of service, including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) copay per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-rays and lab including diagnostic screenings for technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists); b. anesthesiologist services; c. non-PHYSICIAN rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I. & II., and d. non-PHYSICIAN allergy services.

Plan Design Feature	NETWORK	Out of NETWORK
<p>14. PHYSICIAN (other than Surgeon, Obstetrician, & Chiropractor) for PREVENTIVE SERVICES</p>	<p>After \$10 (\$20 in 2011) copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount. Limited for ages 2 and older to one physical or school-required EXAM and two gynecological EXAMS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Vision EXAMS: after \$10 copay per VISIT or EXAM and deductible, limited to \$80 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist), then 100% of NETWORK discounted amount.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. one routine physical EXAM or school-required EXAM per YEAR b. one gynecological EXAM per YEAR; c. well-baby EXAMS up to age 2; d. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists) including screenings such as mammography, pap smear, colonoscopy, and prostate; e. routine immunizations and vaccines; and f. injectable birth control. <p>Above waivers for annual limits on EXAMS are combined for NETWORK and out of NETWORK.</p> <p>Convenience Clinics: 2010: No co-pay. Charges do not apply to deductible Effective 7/1/2011: \$10 co-pay per VISIT or EXAM. Charges do not apply to deductible.</p>	<p>After \$25 copay per VISIT or EXAM and deductible: 80% of billed amount <i>not</i> to exceed PREVAILING FEE level for such type of service. Limited for ages 2 and older to one physical or school-required EXAM and two gynecological EXAMS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Vision EXAMS: after \$10 copay per VISIT or EXAM and in-network deductible, limited to \$80 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist), then 80% of billed amount <i>not</i> to exceed PREVAILING FEE level for such type of service.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. one routine physical EXAM or school-required EXAM per YEAR, b. one gynecological EXAM per YEAR; c. well-baby EXAMS up to age 2; d. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists) including screenings such as mammography, pap smear, colonoscopy, and prostate; e. routine immunizations and vaccines; and f. injectable birth control. <p>Above waivers for annual limits on EXAMS are combined for NETWORK and out of NETWORK.</p> <p>Convenience Clinics: 2010: No co-pay. 80% of billed amount not to exceed PREVAILING FEE level for such service. Charges do not apply to deductible. Effective 7/1/2011: After \$10 co-pay per VISIT or EXAM 80% of billed amount not to exceed PREVAILING FEE level for such service. Charges do not apply to deductible.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>15. Surgeon (incl. Obstetrician), not oral or dental surgery (see row 27 below).</p>	<p>After \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount, including services for URGENT CARE.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists), and b. anesthesiologist services. <p>Precertification notice recommended for SURGERY when performed outside of a PHYSICIAN'S office (other than diagnostic endoscopies such as colonoscopy).</p>	<p>After \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE for such type of service, including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) per VIST or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> c. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists), and d. anesthesiologist services <p>Precertification notice recommended for SURGERY when performed outside of a PHYSICIAN'S office (other than diagnostic endoscopies such as colonoscopy).</p>
<p>16. Chiropractic for DISABILITY</p>	<p>After \$10 copay (\$20 in 2011) amount per daily VISIT and/or EXAM and deductible, 100% of NETWORK discounted amount with no limit for VISITS and EXAMS when MEDICALLY NECESSARY, including services for URGENT CARE..</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After \$25 copay amount per daily VISIT and/or EXAM, and deductible, up to 18 service VISITS per YEAR, with no MEDICAL NECESSITY standard, 100% of billed amount, not to exceed PREVAILING FEE for such type of service, including services for URGENT CARE..</p>
<p>17. Therapy Services for DISABILITY (non-PHYSICIAN) including:</p> <ul style="list-style-type: none"> a. radiation therapy; b. chemotherapy; c. dialysis treatments; d. physical therapy; e. respiratory therapy; f. occupational therapy; g. speech therapy; and h. CARDIAC rehabilitation phases I. & II. 	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended</p> <p>MAINTENANCE SERVICES are excluded.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>18. Drugs requiring a prescription for DISABILITY, contraception, MENTAL ILLNESS and CHEMICAL DEPENDENCY</p>	<p>Deductible not applicable. Coverage for drugs on the DRUG FORMULARY list:</p> <p>Retail store network:</p> <ul style="list-style-type: none"> ➤ Generic: \$10 copay ➤ Brand: \$20 copay <p>for up to a 30-day supply.</p> <p>If a COVERED PERSON elects a brand when a GENERIC-EQUIVALENT DRUG is available, then the copay is 40% of brand-name drug price, not to exceed \$30 for each 30-day supply, or \$60 for each 90-day supply, unless such brand is determined to be medically appropriate.</p> <p>Home delivery via mail: Quantities are limited for up to a 90-day supply as appropriate for the type of drug. Two monthly copay amounts apply per 90-day prescription for generic and brand name. When a drug is prescribed for chronic medical conditions, a COVERED PERSON is allowed an initial trial period at a network retail store to confirm the drug's compatibility and effectiveness. Thereafter, coverage for designated maintenance-type drugs is limited to such home delivery method.</p> <p>Routine oral birth control is covered after applicable copay.</p> <p>Insulin and diabetic supplies are covered at 100% after the generic drug copay.</p> <p>Precertification (or prior authorization, PA) for MEDICAL NECESSITY applies to some expensive types of drugs. Coverage for non-formulary drugs may be approved via precertification (or PA) request based on special patient needs.</p> <p>Excluded are drugs:</p> <ul style="list-style-type: none"> a. for sexual dysfunction (other than related to organic disease or directly caused by prior allowable SURGERY), b. for infertility, c. determined to be EXPERIMENTAL or not of established medical value, and d. for which a comparable over-the-counter drug is available (such as nutritional supplements and when the FDA ends the status of requiring a prescription for a drug). 	<p>Generally not applicable or covered. However, coverage may be available:</p> <ul style="list-style-type: none"> a. if an allowable special drug is not available from a NETWORK Pharmacy and is therefore obtained out of the NETWORK, or b. in connection with EMERGENCY services when it is not reasonable to obtain from a NETWORK Pharmacy. <p>Such claims must be paid by the COVERED PERSON at the point of service and then submitted by the COVERED PERSON to the drug claim administrator for reimbursement.</p>

Plan Design Feature	NETWORK	Out of NETWORK
19. SKILLED NURSING FACILITY	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>
20. HOME HEALTHCARE PROVIDER	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>
21. HOSPICE CARE	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 180 daily visits per lifetime combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 180 daily visits per lifetime combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>
22. DURABLE MEDICAL EQUIPMENT and limited MEDICAL SUPPLIES	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended for rental or purchase.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of equipment or supply item.</p> <p>Precertification notice recommended for rental or purchase.</p>
23. Dental Preventive or Diagnostic Services	<p>No benefits except to the extent the PLAN provides coverage for diagnostic services required for allowable types of dental and TMJ services stated below.</p>	<p>No benefits except to the extent the PLAN provides coverage for diagnostic services required for allowable types of dental and TMJ services stated below.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>24. Basic Dental Restorative Services when FUNCTIONALLY NECESSARY</p>	<p>No benefits except to the extent the PLAN provides coverage services required due to:</p> <ul style="list-style-type: none"> a. oral SURGERY, b. TMJ, and c. repair or replacement of a natural tooth injured by blunt external force other than chewing, within six months of such injury. <p>Coverage applies after \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 above</p> <p>Precertification notice recommended.</p>	<p>No benefits except to the extent the PLAN provides coverage for services required due to:</p> <ul style="list-style-type: none"> a. oral SURGERY, b. TMJ, and c. repair or replacement of a natural tooth injured by blunt external force other than chewing, within six months of such injury. <p>Coverage applies after \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service.*</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after above \$10 copay (\$20 in 2011) per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>
<p>25. Major Dental Restorative Services when FUNCTIONALLY NECESSARY</p>	<p>Limited to simple non-cutting extraction of a natural erupted tooth and the initial replacement with an artificial tooth (including initial partial dentures or bridgework), after \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>Limited to simple non-cutting extraction of a natural erupted tooth and the initial replacement with an artificial tooth (including initial partial dentures or bridgework), after \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.*</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>

26. Orthodontia (Braces)	No benefits	No benefits
27. Oral or dental SURGERY and TMJ disorder	<p>Limited to 15 specific types of procedures and surgical TMJ services. After \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>Limited to 15 specific types of procedures and surgical TMJ services. After \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.*</p> <p>Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>

COVERED EMPLOYEES and COVERED RETIRED EMPLOYEES with a permanent residence outside of the local service area of the NETWORKS will have coverage for out-of-NETWORK providers generally covered at 100% of the billed amounts not to exceed the PREVAILING FEE level for such type of service after application of copay amounts and deductible.

** NETWORK: Means the HEALTHCARE PROVIDERS and pharmacies under contract with the preferred provider networks selected by the CITY to provide specified services to COVERED PERSONS for pre-established fees incorporating a discount A referral by a NETWORK PHYSICIAN to any out-of-NETWORK provider does not change the level of coverage as if such out-of-NETWORK provider was in the NETWORK except when such specialty type of service is not available in the NETWORK as determined by the medical director of the NETWORK and the UTILIZATION REVIEW ORGANIZATION.*

Use of capitalized words means there is a formal definition included in the Master Plan Document. This table is a summary that has been drafted to be consistent with text in the Master Plan Document. If there is a conflict between this summary and the more complete Master Plan Document, then the Master Plan Document will control.

CITY OF LA CROSSE

TUITION REIMBURSEMENT POLICY

The City of La Crosse recognizes the value to the City and its employees of additional education related to their occupation. Therefore, the City will provide tuition reimbursement to eligible employees who voluntarily participate in approved college courses in accordance with the following guidelines:

Eligibility:

- a. Eligible employees are those employees covered under the Terms and Conditions for Non-Represented Employees, and certain collective bargaining agreements.
- b. Employees must be regular, full time or part-time employees who are considered to be in good status, are not on a Leave of Absence status without pay.
- c. Employee must have completed one (1) year of employment with the City of La Crosse prior to applying for tuition reimbursement, and
- d. The employee will be obligated to continue employment for one (1) year with the City of La Crosse beginning at the completion of the last reimbursed course.
- e. An employee terminating employment before the completion of the service obligation (as noted in "d" above) shall be required to reimburse the City, on a prorated basis, for any tuition paid by the City of La Crosse within the last 12 months of employment with the City. Reimbursement may be obtained by personal payment from the employee, deducting the amount from the last paycheck or deducting an equivalent amount from accrued leave balances. This provision may be waived if determined to be appropriate by the Director of Human Resources.

Covered Coursework:

- a. Tuition reimbursement is designed for undergraduate and graduate college level coursework offered through an accredited college, university or technical school. Doctorate level work is not reimbursable. The City reserves the right to approve the standards of approved coursework and learning institutions.
- b. Coursework must have a clear and direct relationship to the employee's current work or profession. This policy is not intended to fund education that will qualify an employee for a new trade, business or career.
- c. All requests for tuition reimbursement must be submitted to the Department Head a minimum of 30 days prior to commencement of class. Requests received after this timeframe will not be eligible for tuition reimbursement. Application forms are available in Human Resources.
- d. All courses must be approved by the Department Head and the Director of Human Resources.
- e. Must have attached course credits, i.e. "audited" classes will not be approved for reimbursement.
- f. Seminars, workshops, professional conferences and coursework taken through a Continuing Education Program do not qualify for tuition reimbursement under this policy.

Limits:

- a. A maximum of \$15,000 is available for tuition reimbursement per calendar year, with a maximum of \$750 per employee per calendar year, subject to the \$15,000

- cap. Should the full \$15,000 not be requested, the reimbursement per employee may increase, subject to approval by the Director of Human Resources.
- b. An employee shall have a tuition reimbursement cap of twelve (12) credits per calendar year.
- c. If there are more than 20 requests for \$750, or other requests totaling more than \$15,000 are made, a pro-rata reimbursement would be approved.
- d. The Director of Human Resources has the discretionary right to deny or pro-rate reimbursements.

Covered Costs:

- a. The City will reimburse tuition costs and the cost of textbooks up to \$50.00 per class in accordance with the limitations described above. Other associated costs will not be covered (i.e. parking, mileage).
- b. Tuition will be reimbursed to qualified employees based on their final grade:
 - A = 100%
 - B = 100%
 - C or Pass = 80%
 D, F, Fail, Incomplete, Withdrawn, repeated courses, audited courses etc, will not be reimbursed.

Plus (+) or minus (-) grades will be paid based on the letter grade assigned with no consideration for other indicators.

Reimbursement:

- a. Upon completion of the course, eligible employees must submit a copy of their grades AND a receipt from the educational institution showing payment for such courses. Textbook receipts should also be turned in at this time. These must be submitted to Human Resources within 30 days from the date the grades were sent to the employee to be eligible for reimbursement.
- b. Reimbursement for approved expenses will occur following receipt proof of grades and tuition/textbook payments. Reimbursement amounts will be based on the number of participating employees and/or set maximum per employee.
- c. The City will adhere to IRS regulations regarding Educational Assistance programs.
- d. Funding available for part-time employees shall be on a pro-rated basis.
- e. Funding available will be offset by any stipends, grants or scholarships received by the employee.

Responsibility:

- a. Work schedules **are not** to be reduced for participating employees. The employee must take the course during non-scheduled work hours or during periods of approved leave.
- b. All course homework must be completed during **non-scheduled** work hours, unless approved in advance by the Department Head and the Director of Human Resources.
- c. Use of City equipment for the purpose of the course is not permitted, unless approved in advance by the Department Head and the Director of Human Resources.
- d. Employee must complete a "Tuition Reimbursement Application Form" and submit it to their Department Head a minimum of 30 days prior to the commencement of the class.
- e. Employee must submit grades and receipt from the educational institution to Human Resources within the established timeframes.

While the City is interested in aiding employees to improve or extend their job skills through outside education, participation in the program does not imply any guarantee of advancement in position or wages.

**BASE WAGE RATES - FIREFIGHTER / EMT
EFFECTIVE JANUARY 1, 2011**

112 HOUR BIWEEKLY WAGE SCHEDULE YEARS STEP	ONE		TWO		THREE		NINE		TEN		FIFTEEN		TWENTY		TWENTY-EIGHT	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CAPTAIN	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.88	20.46	21.04	21.04	21.62		
FACILITIES MAINT MECH	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.30	19.88	20.46	21.04	21.04	21.62		
LIEUTENANT	18.50	18.50	18.50	18.50	18.50	18.50	18.50	18.50	18.50	19.06	19.61	20.17	20.17	20.72		
ASSISTANT MECHANIC	18.15	18.15	18.15	18.15	18.15	18.15	18.15	18.15	18.15	18.69	19.24	19.78	19.78	20.33		
COMPUTER TRAINER	17.80	17.80	17.80	17.80	17.80	17.80	17.80	17.80	17.80	18.69	19.24	19.78	19.78	20.33		
EMS TRAINER	17.80	17.80	17.80	17.80	17.80	17.80	17.80	17.80	17.80	18.69	19.24	19.78	19.78	20.33		
SQUAD DRIVER	16.17	16.44	16.77	17.47	17.47	17.47	17.47	17.47	17.47	17.99	18.52	19.04	19.04	19.57		
ENGINEER	15.90	16.23	16.55	17.21	17.21	17.21	17.21	17.21	17.21	17.73	18.24	18.76	18.76	19.28		
HOUSE SECURITY	15.40	15.69	16.03	16.72	16.72	16.72	16.72	16.72	16.72	17.22	17.72	18.22	18.22	18.73		
FIREFIGHTER (Before 12/31/99)	14.12	14.43	15.58	16.51	16.51	16.51	16.51	16.51	16.51	17.01	17.50	18.00	18.00	18.49		
FIREFIGHTER (After 12/31/99)	13.30	13.61	14.68	16.51	16.51	16.51	16.51	16.51	16.51	17.01	17.50	18.00	18.00	18.49		

80 HOUR BIWEEKLY WAGE SCHEDULE YEARS STEP	ONE		TWO		THREE		NINE		TEN		FIFTEEN		TWENTY		TWENTY-EIGHT	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CAPTAIN	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.88	28.69	29.51	29.51	30.32		
FAC. MAINT. MECHANIC	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.07	27.88	28.69	29.51	29.51	30.32		
LIEUTENANT OF INSPECTION	27.03	27.03	27.03	27.03	27.03	27.03	27.03	27.03	27.03	27.84	28.65	29.46	29.46	30.27		
LIEUT. OF INSP. TRAINEE	25.88	27.03	27.03	27.03	27.03	27.03	27.03	27.03	27.03	27.84	28.65	29.46	29.46	30.27		
LIEUTENANT	25.88	25.88	25.88	25.88	25.88	25.88	25.88	25.88	25.88	26.66	27.43	28.21	28.21	28.99		
ASSISTANT MECHANIC	25.40	25.40	25.40	25.40	25.40	25.40	25.40	25.40	25.40	26.16	26.92	27.69	27.69	28.45		
COMPUTER TRAINER	24.93	24.93	24.93	24.93	24.93	24.93	24.93	24.93	24.93	26.16	26.92	27.69	27.69	28.45		
EMS TRAINER	24.93	24.93	24.93	24.93	24.93	24.93	24.93	24.93	24.93	26.16	26.92	27.69	27.69	28.45		
SQUAD DRIVER	22.62	23.08	23.51	24.46	24.46	24.46	24.46	24.46	24.46	25.19	25.93	26.66	26.66	27.40		
ENGINEER	22.22	22.73	23.16	24.13	24.13	24.13	24.13	24.13	24.13	24.85	25.58	26.30	26.30	27.03		
HOUSE SECURITY	21.57	21.98	22.44	23.36	23.36	23.36	23.36	23.36	23.36	24.06	24.76	25.46	25.46	26.16		
FIREFIGHTER (Before 12/31/99)	19.71	20.16	21.80	23.14	23.14	23.14	23.14	23.14	23.14	23.83	24.53	25.22	25.22	25.92		
FIREFIGHTER (After 12/31/99)	18.58	18.99	20.55	23.14	23.14	23.14	23.14	23.14	23.14	23.83	24.53	25.22	25.22	25.92		

**BASE WAGE RATES - FIREFIGHTER / EMT
EFFECTIVE JANUARY 1, 2010**

112 HOUR BIWEEKLY WAGE SCHEDULE		START	ONE	TWO	THREE	NINE	TEN	FIFTEEN	TWENTY	TWENTY-EIGHT	
YEARS	STEP	A	B	C	D	E	F	G	H	I	
	CAPTAIN	19.11	19.11	19.11	19.11	19.11	19.11	19.68	20.26	20.83	21.40
	FACILITIES MAINT MECH	19.11	19.11	19.11	19.11	19.11	19.11	19.68	20.26	20.83	21.40
	LIEUTENANT	18.32	18.32	18.32	18.32	18.32	18.32	18.87	19.42	19.97	20.52
	ASSISTANT MECHANIC	17.97	17.97	17.97	17.97	17.97	17.97	18.51	19.05	19.59	20.13
	COMPUTER TRAINER	17.62	17.62	17.62	17.62	17.62	17.97	18.51	19.05	19.59	20.13
	EMS TRAINER	17.62	17.62	17.62	17.62	17.62	17.97	18.51	19.05	19.59	20.13
	SQUAD DRIVER	16.01	16.28	16.60	17.30	17.30	17.30	17.82	18.34	18.86	19.38
	ENGINEER	15.74	16.07	16.39	17.04	17.04	17.04	17.55	18.06	18.57	19.08
	HOUSE SECURITY	15.25	15.53	15.87	16.55	16.55	16.55	17.05	17.54	18.04	18.54
	FIREFIGHTER (Before 12/31/99)	13.98	14.29	15.43	16.35	16.35	16.35	16.84	17.33	17.82	18.31
	FIREFIGHTER (After 12/31/99)	13.17	13.48	14.53	16.35	16.35	16.35	16.84	17.33	17.82	18.31

80 HOUR BIWEEKLY WAGE SCHEDULE		START	ONE	TWO	THREE	NINE	TEN	FIFTEEN	TWENTY	TWENTY-EIGHT	
YEARS	STEP	A	B	C	D	E	F	G	H	I	
	CAPTAIN	26.80	26.80	26.80	26.80	26.80	26.80	27.60	28.41	29.21	30.02
	FAC. MAINT. MECHANIC	26.80	26.80	26.80	26.80	26.80	26.80	27.60	28.41	29.21	30.02
	LIEUTENANT OF INSPECTION	26.76	26.76	26.76	26.76	26.76	26.76	27.56	28.37	29.17	29.97
	LIEUT. OF INSP. TRAINEE	25.62	26.76	26.76	26.76	26.76	26.76	27.56	28.37	29.17	29.97
	LIEUTENANT	25.62	25.62	25.62	25.62	25.62	26.39	27.16	27.93	28.69	28.69
	ASSISTANT MECHANIC	25.15	25.15	25.15	25.15	25.15	25.90	26.66	27.41	28.17	28.17
	COMPUTER TRAINER	24.68	24.68	24.68	24.68	24.68	25.90	26.66	27.41	28.17	28.17
	EMS TRAINER	24.68	24.68	24.68	24.68	24.68	25.90	26.66	27.41	28.17	28.17
	SQUAD DRIVER	22.40	22.85	23.28	24.22	24.22	24.95	25.67	26.40	27.13	27.13
	ENGINEER	22.00	22.50	22.93	23.89	23.89	24.61	25.32	26.04	26.76	26.76
	HOUSE SECURITY	21.36	21.76	22.22	23.13	23.13	23.82	24.52	25.21	25.91	25.91
	FIREFIGHTER (Before 12/31/99)	19.51	19.96	21.58	22.91	22.91	23.60	24.28	24.97	25.66	25.66
	FIREFIGHTER (After 12/31/99)	18.40	18.80	20.35	22.91	22.91	23.60	24.28	24.97	25.66	25.66

**BASE WAGE RATES - FIREFIGHTER / EMT
EFFECTIVE JULY 1, 2011**

112 HOUR BIWEEKLY WAGE SCHEDULE YEARS STEP	ONE		TWO		THREE		NINE		TEN		FIFTEEN		TWENTY		TWENTY-EIGHT	
	A	B	C	D	D	D	E	E	F	F	G	H	H	I	I	
CAPTAIN	19.49	19.49	19.49	19.49	19.49	19.49	19.49	19.49	19.49	20.07	20.66	21.24	21.24	21.83	21.83	
FACILITIES MAINT MECH	19.49	19.49	19.49	19.49	19.49	19.49	19.49	19.49	19.49	20.07	20.66	21.24	21.24	21.83	21.83	
LIEUTENANT	18.69	18.69	18.69	18.69	18.69	18.69	18.69	18.69	18.69	19.25	19.81	20.37	20.37	20.93	20.93	
ASSISTANT MECHANIC	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.88	19.43	19.98	19.98	20.53	20.53	
COMPUTER TRAINER	17.98	17.98	17.98	17.98	17.98	17.98	17.98	17.98	17.98	18.88	19.43	19.98	19.98	20.53	20.53	
EMS TRAINER	17.98	17.98	17.98	17.98	17.98	17.98	17.98	17.98	17.98	18.88	19.43	19.98	19.98	20.53	20.53	
SQUAD DRIVER	16.33	16.60	16.94	17.64	17.64	17.64	17.64	17.64	17.64	18.17	18.70	19.23	19.23	19.76	19.76	
ENGINEER	16.06	16.39	16.72	17.38	17.38	17.38	17.38	17.38	17.38	17.90	18.42	18.94	18.94	19.47	19.47	
HOUSE SECURITY	15.55	15.85	16.19	16.89	16.89	16.89	16.89	16.89	16.89	17.40	17.90	18.41	18.41	18.92	18.92	
FIREFIGHTER (Before 12/31/99)	14.26	14.57	15.74	16.68	16.68	16.68	16.68	16.68	16.68	17.18	17.68	18.18	18.18	18.68	18.68	
FIREFIGHTER (After 12/31/99)	13.43	13.75	14.83	16.68	16.68	16.68	16.68	16.68	16.68	17.18	17.68	18.18	18.18	18.68	18.68	

80 HOUR BIWEEKLY WAGE SCHEDULE YEARS STEP	ONE		TWO		THREE		NINE		TEN		FIFTEEN		TWENTY		TWENTY-EIGHT	
	A	B	C	D	D	D	E	E	F	F	G	H	H	I	I	
CAPTAIN	27.34	27.34	27.34	27.34	27.34	27.34	27.34	27.34	27.34	28.16	28.98	29.80	29.80	30.62	30.62	
FAC. MAINT. MECHANIC	27.34	27.34	27.34	27.34	27.34	27.34	27.34	27.34	27.34	28.16	28.98	29.80	29.80	30.62	30.62	
LIEUTENANT OF INSPECTION	27.30	27.30	27.30	27.30	27.30	27.30	27.30	27.30	27.30	28.12	28.94	29.76	29.76	30.58	30.58	
LIEUT. OF INSP. TRAINEE	26.14	27.30	27.30	27.30	27.30	27.30	27.30	27.30	27.30	28.12	28.94	29.76	29.76	30.58	30.58	
LIEUTENANT	26.14	26.14	26.14	26.14	26.14	26.14	26.14	26.14	26.14	26.92	27.71	28.49	28.49	29.28	29.28	
ASSISTANT MECHANIC	25.65	25.65	25.65	25.65	25.65	25.65	25.65	25.65	25.65	26.42	27.19	27.96	27.96	28.73	28.73	
COMPUTER TRAINER	25.18	25.18	25.18	25.18	25.18	25.18	25.18	25.18	25.18	26.42	27.19	27.96	27.96	28.73	28.73	
EMS TRAINER	25.18	25.18	25.18	25.18	25.18	25.18	25.18	25.18	25.18	26.42	27.19	27.96	27.96	28.73	28.73	
SQUAD DRIVER	22.85	23.31	23.75	24.70	24.70	24.70	24.70	24.70	24.70	25.44	26.18	26.92	26.92	27.66	27.66	
ENGINEER	22.44	22.96	23.39	24.37	24.37	24.37	24.37	24.37	24.37	25.10	25.83	26.56	26.56	27.29	27.29	
HOUSE SECURITY	21.79	22.20	22.66	23.59	23.59	23.59	23.59	23.59	23.59	24.30	25.01	25.71	25.71	26.42	26.42	
FIREFIGHTER (Before 12/31/99)	19.91	20.36	22.02	23.37	23.37	23.37	23.37	23.37	23.37	24.07	24.77	25.47	25.47	26.17	26.17	
FIREFIGHTER (After 12/31/99)	18.77	19.18	20.76	23.37	23.37	23.37	23.37	23.37	23.37	24.07	24.77	25.47	25.47	26.17	26.17	



OFFICE OF CHIEF
LA CROSSE FIRE DEPARTMENT

Peter J. Stinson, Chief

726 5th Avenue South • La Crosse, Wisconsin 54601-4512



TO: All Personnel
FROM: Peter J. Stinson, Fire Chief
SUBJECT: Participation on Special Teams
DATE: October 20, 1997

The following are the policies set forth to address hazardous materials, high angle/confined space rescue, and cold water rescue core team relating to compensation for the above assignments.

Hazardous Materials Core Team Members

There will be at least 45 hours of overtime training made available throughout the year to each core team member.

All Core team members must attend at least 80% of scheduled training.

All Core team members including the Hazmat officer, will be required to carry a pager in accordance with the Fire Chief's letter to the Union dated October 20, 1997.

The Hazardous Materials core team will consist of all bargaining unit applicants, not to exceed twenty-five (25) members.

High Angle \ Confined Space Rescue, Cold Water Rescue Core Team Members

There will be at least 24 hours of overtime training made available throughout the year to each core team member of the High Angle \ Confined Space Rescue, Cold Water Rescue core team members.

All Core team members must attend at least 80% of scheduled training.

The High Angle \ Confined Space Rescue Team trainer, and Cold Water Rescue Team trainer, will be required to carry a pager.

The High Angle \ Confined Space Rescue Team will consist of all bargaining unit applicants, not to exceed eighteen (18) members each.

The Cold Water Rescue Team will consist of all bargaining unit applicants, not to exceed eighteen (18) members each.

No one employee may receive more than one special payment of premium pay per month unless there is an insufficient number of applicants for special team membership.

2010

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁹ / ₃₁	25	26	27	28	29	30

APRIL

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JULY

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OCTOBER

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²⁹ / ₃₁	25	26	27	28	29	30

FEBRUARY

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28						

MAY

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²⁹ / ₃₀	²⁹ / ₃₁	25	26	27	28	29

AUGUST

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NOVEMBER

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MARCH

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JUNE

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SEPTEMBER

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DECEMBER

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2011

JANUARY

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²⁹ / ₃₀	²⁹ / ₃₁	25	26	27	28	29

APRIL

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JULY

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²⁹ / ₃₁	25	26	27	28	29	30

OCTOBER

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²⁹ / ₃₀	²⁹ / ₃₁	25	26	27	28	29

FEBRUARY

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MAY

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AUGUST

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NOVEMBER

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27	28	29	30	

DUTY ROSTER: RED—A Platoon BLUE—B Platoon GREEN—C Platoon