

RESOLUTION NO. 2021-15

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CALEDONIA
FIREFIGHTERS LOCAL 2740, IAFF, FOR 2021-2022**

WHEREAS, the Village of Caledonia has reached a tentative agreement with the;
and

WHEREAS, there is a need to ratify said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the tentative agreement with the Caledonia Firefighters Local 2740, IAFF for 2021-2022 as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Deputy Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 15th day of February, 2021.

VILLAGE OF CALEDONIA

By: 

James R. Dobbs, Village President

Attest: 

Joslyn Hoeffert, Deputy Village Clerk

February 2, 2021
TENTATIVE AGREEMENT BETWEEN
THE VILLAGE OF CALEDONIA AND
THE VILLAGE OF CALEDONIA FIREFIGHTERS LOCAL 2740, IAFF
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

1. **Term.** January 1, 2021 to December 31, 2022
2. **Article 5 Hours of Work Section 4.** Modify Section 4 of this language as follows.

4. Work Trade Policy

This policy covers members of the Caledonia Fire Department and all work trades made between those members. It shall be the responsibility of all members making trades and the company officers to enforce this policy. Approval of trades that do not comply with this policy lies solely with the Fire Chief or his designee.

- a. This policy shall regulate all work trades made between members of the Caledonia Fire Department.
- b. All trades shall be submitted in the format as required by the Chief before the trade is to take place. ~~The form will be signed appropriately and given to the Chief for processing.~~ The Chief or the Chief's designee shall consider the request and provide notice of authorization.
- c. Members should make an effort to trade within their stations and position for position, i.e., Lieutenant for Lieutenant. If a trade cannot be made within the member's assigned station or position for position, the member will be allowed to trade with a member outside of the assigned station or not of the same position. In the absence of the Chief ~~or Assistant Chief~~, the Officer in Charge can deny a trade that does not comply with this policy. No member will be paid out-of-grade (OOG) premium when an OOG trade occurs.
- d. If a trade cannot be fulfilled for any reason, other than sickness or bereavement leave. Local 2740 officers will be responsible to fill that day with no additional compensation by the Village. If a member does not report for duty on a trade, a Local 2740 member will remain on duty, without compensation, until Local 2740 officers contact someone to fill that trade. The employee who fails to cover the traded shift shall be responsible for any extra compensation necessary to cover it. This will be done by deduction of sick credits equal to 1 ½ times the hours of the trade. (For example, the employee who fails to report will be deducted 36 hours from the sick leave account to cover the shift).
- e. Probationary firefighters shall not be allowed to trade with Lieutenants or Captains.

3. **Article 6 Wages**

- a. Adjust wage rates as follows:
 - First full payroll period in January 2021: 1.0% across the board
 - First full payroll period in July 2021: 1.0% across the board
 - First full payroll period in January 2022: 1.0% across the board
 - First full payroll period in July 2022: 1.0% across the board
- b. The wage chart will reflect both hourly and annualized rates
- c. Inspections. Delete the following sentence as this language no longer applicable as the Village does inspections on duty: ~~The rate for Inspections shall be paid at the inspector's regular hourly rate.~~
- d. 27-day pay check. Modify the language as follows:

F.L.S.A. payments will be based on the twenty seven-day cycle and the method of payment will be paid on the next available regular payroll ~~by separate check to be issued within seven days~~ after the end of the cycle.
- e. EMS Assistant. If a Captain position is filled, then the EMS Assistant Pay goes away. Effective January 1, 2021, the EMS Assistant rate shall be \$1000.00 annualized. Effective January 1, 2022, the EMS Assistant rate shall be a \$1500.00 annualized.
- f. OOG Pay for OIC of Second Company. A member assigned who acts as the OIC of a second company out of station 12 shall receive 25% of the OOG rate (Lieutenant Pay).
- g. In the wage table, modify “after probation” to “after one year”

4. **Article 8 Uniform Allowance**. Change “winter and summer” to “all season”

5. **Article 10 Educational Benefits**. Prorate educational benefits. Insert this sentence at the end of the last paragraph: This education benefit payment shall be prorated based on full months employed during the computed year.

6. **Article 13 Sick Leave**.

- a. Section 1. Change “130 working days” to “3120 hours”
- b. Section 2. For new hires and separating employees, sick leave accrual is based on a full month of service.
- c. Section 1.b. Modify the language to state as follows:

b. Upon retirement, an employee shall receive sixty percent (60%) of the total accumulated hours of sick leave at the hourly rate of pay in existence at the time of retirement. This money shall be transferred to a retirement health reimbursement account held by the Village to pay for the retiree's share of health insurance premiums until the fund is depleted. Upon the death of the retiree or employee, a spouse who is enrolled in the Village insurance plan will be allowed to continue the coverage as specified in Article 16 (4) (a) and use the ~~sick leave fund~~ HRA for required premiums on the same terms as the retiree or employee. ~~If the fund is depleted prior to the spouse reaching the full age of Medicare eligibility, he/she will be allowed to continue the coverage until reaching the full age of Medicare eligibility by paying the full premium.~~ Employees hired as full-time firefighters after May 31, 2019 shall not be eligible for benefits under this Section.

*** The Village has informed the Union that it believes the existing contract language may not be legally enforceable as it contains language the Village believes is prohibited from negotiations under Wis. Stat. § 111.70(4)(mc)6 regarding plan design and selection and specifically as it relates to eligibility to participate in the plan. The parties through this Agreement agree the Village reserves its right to challenge this language or to assert the language is not enforceable. This paragraph is not included in the collective bargaining agreement.*

d. **Section 1.c.iv.c** Modify the language to state as follows:

c. Separation at Retirement when Qualifying for Article 16 (6) Benefits. After being vested, employees who retire under the WRS and qualify for Article 16 (6) benefits will have the amount accumulated in their sick leave incentive bank incorporated into the fund established for the employee by Article 13(1)(b) ~~(e)~~. The amount shall be administered in the same manner as the funds authorized in Article 13(1)(b) ~~(e)~~. This benefit will be in addition to the benefit set forth in Article 16 (6). The employee will not have an option or right to have the amount accumulated in their sick leave incentive bank paid out as a separation benefit.

7. **Article 16 Insurance**

a. **Section 2.** Flip the two sentences around to read as follows:

Employee contributions for health insurance shall be made by payroll deduction. Employees shall pay fifteen percent (15%) of the premium for the plan provided to the employees.

b. **Sections 4(a) and (b)** revise as follows:

4.(a.) Upon the death of an employee who has been enrolled in the Village's group health insurance plan, the employee's survivors who were also enrolled in the

plan at the time of the employee's death will continue to receive such group health insurance coverage for a period of six (6) months following the employee's death, at no cost to the survivors. After the six (6) month period, the survivors shall be allowed to remain under the health insurance plan until reaching the full age of Medicare eligibility, or are eligible for and receive insurance from another employer or new spouse, provided that the Village will not be responsible for any of the premium, ~~except as provided in Article 13 (e)~~. Employees hired as full-time employees after May 31, 2019 shall not be eligible for benefits under this Section.

4 (b.) Upon the death of an employee in the line of duty who has been enrolled in the Village's group health insurance plan, the employee's survivors who were enrolled in the plan at the time of the employee's death will continue to receive such group health insurance coverage. The Village shall pay 100% of the premium for said medical coverage for survivors for twenty-four (24) months, ~~after which the spouse may use the HRA benefit will be covered~~ pursuant to Article 13(1)(b) ~~(e)~~ of this agreement.

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c. **Section 5.** Delete this Section as the Village does not offer the benefit.

8. **Article 22 Probation.** Modify Article 22, Section 1 as follows:

1. For employees hired on or after January 1, 2021, A new fire department employee shall be placed on probation until he or she has accumulated ~~one (1) year~~ eighteen months of service as a full-time firefighter with the Village.

9. **Article XXX – Dues Deduction.** Section 31.01. Delete the words “in one lump sum not later than the 15th of each month.” Rename the Article as “Dues Deduction”

10. **Article XXXI – Promotional Policy.** The parties agree to incorporate language agreed to by the parties to amend Article 31 in total as provided below:

1. **Eligibility.** All personnel with five (5) years of full-time firefighting experience with the Village of Caledonia shall be eligible to take the test for eligibility for promotion when a vacancy occurs. In the event that no employee qualifies for a promotion pursuant to this

article, applications for the vacant position may be taken and the position filled with others in a manner consistent with this Article. No candidate who has been disciplined within one year of the commencement of the promotional process shall be eligible to participate in the process; except that one verbal write-up in the previous year will not disqualify an otherwise eligible applicant from participation in the promotional process.

2. Notification. When a vacancy occurs and there is no eligibility list in effect, the Fire Chief shall post a notice requesting the names of all interested applicants for the available position at least thirty (30) days prior to the deadline date fixed in the notice for the submission of applications. The applicant shall submit to the Chief a cover letter and resume in order to participate in the promotional process.
3. Evaluation. The following steps shall be followed:
 - a. Written Examination. Each applicant shall take a written examination that shall be prepared and administered by a recognized testing agency. The test is based on Caledonia Standard Operating Procedures, tactical decisions, emergency medical responsibilities, and other criteria established by the Chief. The examination shall be graded on a scale of one hundred (100) points. A passing grade shall be a minimum of seventy-five (75) and is necessary to move on to the next phases of the process. If there is not a minimum of three candidates that pass, then members will be ranked by their test scores and the members with the highest test scores will be added to the list to move in the process to meet the minimum of three candidates to proceed in the process.
 - b. Oral Examination. Each applicant shall be objectively and fairly interviewed individually and graded on a scale of one hundred (100) points. Interview questions shall be standardized and commensurate with fire and EMS service operations and reasonably related to the position applied for.
 - c. Past Performance. Past performance of each applicant shall be objectively and fairly reviewed, including the past five years of performance evaluations and review of personnel records. Each applicant shall be graded by the Chief on a scale of one hundred (100) points on the basis of his or her past performance.
 - d. Assessment Center. Each applicant shall participate in an assessment center addressing fire-based scenarios, personnel supervision, clerical and report writing, and questions from an interview panel. The Chief shall apply an objective point scale of one hundred (100) total points based on the performance review of each individual applicant.
4. Selection. Applicants shall be ranked on an eligibility list for the vacancy in the order of total score giving the following weights:

WRITTEN EXAMINATION	40%
PAST PERFORMANCE	30%
ASSESSMENT CENTER	15%
ORAL EXAMINATION	15%

EDUCATION **5 points for each Associate, Bachelor, Masters and Doctoral degrees that are directly related to the position and are not a requirement for promotion.**

SENIORITY **1/2 ADDITIONAL
POINTS FOR EACH FULL
YEAR OF SERVICE IN THE
BARGAINING UNIT UP TO
A MAXIMUM OF 10 PTS.**

The eligibility list will be valid for a period of two (2) years from the date of the posting of the list by the Chief. Promotions for a vacancy within the two (2) year period will be made from this eligibility list.

The Fire Chief will post on the bulletin board the evaluation scores of each candidate who passes the written test.

In the event a grade of less than seventy-five (75) is given on either the oral examination or the past performance evaluation, written reasons will be provided upon request explaining the grade.

The Village Board or its designee shall fill the vacancy from the list submitted by the Police and Fire Commission with its recommendations.

Every applicant receiving promotion shall be subject to a probationary period with regard to such promotion for a period not to exceed one year from the date of promotion. The selected probationary candidate shall be subject to six month and eleven month peer and chief officer level reviews. An employee who does not complete the probationary period satisfactorily shall be returned to his former position at his or her former rate of pay. In the event the Chief determines that the employee is not qualified to fill the position, the Chief reserves the right to return this employee to his or her former position at his or her former rate of pay in that position.

To the extent permitted by law, nothing in Article 31 shall restrict the Police and Fire Commission from modifying the promotional process identified herein or establishing a new process when such modifications involve permissive subjects of bargaining, provided however the union reserves its right to negotiate the impact of such modifications upon employees' wages, hours and conditions of employment.

11. **Archaic language clean-up and clarification of errors.** For example, remove references to positions no longer in existence (Assistant Chief), renumbering and correction of grammatical or spelling errors.
 - a. **Passim.** Change gender based references to gender neutral references (for example, employee or member where appropriate)
 - b. **Article 5, Section 1.** Delete the words "specifically Code 91, Sick fill, Scheduled Overtime, Order Ins, Fill Ins and other overtime"

- c. **Article 23 Section 2** fix typographical errors
- d. **Article 26** – Change “Board” to “IRS”
- e. **Article 28 – Section g.** Delete section g. “Wisconsin Retirement Fund” as these benefits and eligibility are governed by the Department of Employee Trust Funds and not the Village.
- f. **Article 39. Paramedic.** Delete Article 39 provisions as provided for in the following from the Paramedic Program contract language:

Effective January 1, 2016:

The Village agrees to send 4 non-paramedic members hired prior to 01/01/2007 to paramedic school. The Association will present a list of members to the Chief eligible under the CBA. The members presented may not have to go in order of seniority or in a succeeding year*. If a member should fail their schooling, they will return to their former position and rate of pay without reprimand. The Village will have met its obligation when 4 members are sent through paramedic school regardless if the members pass or fail.

When the Village meets its obligation of sending 4 eligible members to paramedic school or on December 31st, 2020* whichever comes first, the following under Article 39 will be eliminated in the CBA:

- 1 - Delete entire section 1 under this article.
- 2 - Delete the words “initial, remedial and” in section 2 of this article.
- 3 – In Section 3 of this article delete Paragraph 1 and replace as follows: “Employees shall be compensated at time-and-one-half (1 ½) their regular rate of pay for all hours in excess of fifty-six (56) hours per week that are devoted to the actual classroom, clinical, preceptor and testing portions of refresher paramedic training program.”

*An exception will exist to the sunset date if the school changes or cancels classes, an extension may be granted

- g. **MOU – Step up of Promotional List Lieutenants.** Change “FLMA” to “FMLA”

12. **New Article. Article XXVI – Military Leave.**

Military Reserve Leave: An employee who is a member of the National Guard or United States Military Reserve, and is under orders to attend a training or encampment, will be granted time off from his/her position without loss of pay for a period not to exceed two weeks (maximum of 112 standard paid hours, encompassing five or four shifts) in any calendar year. It is intended that this will be done without financial penalty to the employee and therefore, the Village will pay the employee for this time lost in an amount equaling the difference between his/her daily military pay and his/her normal daily wage by

continuing to pay the employee his or her normal wage for scheduled Village work hours missed by the employee during the training period for a maximum of 112 hours, and the employee remitting to the Village his or her military pay received for the training period up to the amount of the Village provided pay. The Village will not supplement military pay for any weekend training. To receive the leave and pay, the employee must file a copy of his/her orders with the Department Head at least two weeks after such orders are received by the employee, or two weeks after he is made aware of the orders.

Interpretation Note: The two week period for the military orders is what is subject to compensation replacement and is intended to apply to the two week annual training and for the employee to receive his or her standard 112 hours for all scheduled work time missed. The compensation replacement does not apply to additional time an employee needs for travel or time away immediately adjacent to training or encampment. With the inclusion of this language, the intent is that when a member is on military leave in Village-paid status, the member's vacation time will not be prorated or adjusted for such time that member is on approved military leave. This paragraph is not included in the collective bargaining agreement.

13. **Article 36 Personnel Policies.** The parties agree to meet and identify specific policies within the personnel manual that they agree apply to the bargaining unit, with or without amendment to the applicable Village policy, and to set forth a listing of such policies.