



Common Council Chambers
8040 S. 6TH Street
Oak Creek, WI 53154
(414) 766-7000

COMMON COUNCIL MEETING AGENDA

SEPTEMBER 18, 2018

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 9/4/18

Recognition

4. **Council Proclamation:** Consider Council Proclamation 18-12 in honor of Emil Dallmann (by Committee of the Whole).

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

5. **Rezone:** Consider a request by Balhair Dulai, Sikh Temple of Wisconsin, to rezone the property at 7518 S. Howell Ave. from B-4, Highway Business to I-1, Institutional (1st District).
6. **Ordinance:** Consider Ordinance No. 2913, an Ordinance to approve a rezone of the property at 7518 S. Howell Ave. from B-4, Highway Business to I-1, Institutional (1st District).

Presentations

7. **Presentation:** Siemens Industry, Inc. presentation regarding performance contracting.
8. **Presentation:** Presentation of the City of Oak Creek Resident Guide, developed by the New Resident Welcome Guide Strategic Action Plan team.
9. **Informational:** Destination Marketing Specialist Kristin Craig will provide the Council with a Tourism Commission update. Oak Creek Farmers Market Manager Dawn Carillo will provide the Council with a Farmers Market update.

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

Old Business

10. **Motion:** Consider a *motion* to hold the item to approve a rezone of a portion of the property at 3280 E. Oakwood Rd. from A-1, Agricultural to Rs-3, Single Family Residential, until January 15, 2019 (held 7/17/18) (4th District).

New Business

11. **Motion:** Consider a *motion* to direct the City Administrator to engage Siemens Industry, Inc., for an investment grade audit of potential performance contracting projects (by Committee of the Whole).
12. **Ordinance:** Consider *Ordinance* No. 2912, confirming adoption of the Settlement Agreement between the City of Oak Creek and the Labor Association of Wisconsin, Inc., and Fixing the Salary for Members of the Association from January 1, 2019-December 31, 2019 (held 9/4/18) (by Committee of the Whole).
13. **Ordinance:** Consider *Ordinance* No. 2914, an Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and International Association of Firefighters Local No. 1848 and Fixing the Salary for the Members of the Bargaining Unit from January 1, 2018 through December 31, 2020 (by Committee of the Whole).

DEPARTMENT OF PUBLIC WORKS

14. **Motion:** Consider a *motion* to authorize the Director of Public Works to accept the quote from Organic Sediment Removal Systems, LLC, for the removal of two feet of sediment from the pond at Miller Park at a cost of \$34,500 (by Committee of the Whole).
15. **Resolution:** Consider *Resolution* No. 11988-091818, authorizing the submittal of an application for the 2019 Urban Forestry Grant Program (by Committee of the Whole).

ENGINEERING

16. **Resolution:** Consider *Resolution* No. 11987-081818, approving a Storm Water Management Practices Maintenance Agreement with Bayview Industries, Inc., for their building addition located at 7821 S. 10th St. (Tax Key No. 783-9032-001) (1st District).

LICENSE COMMITTEE

17. **Motion:** Consider a *motion* to adopt the License Committee recommendations as listed on the 9/18/18 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

18. **Motion:** Consider a *motion* to approve the September 12, 2018 Vendor Summary Report in the combined total amount of \$593,657.84 (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

COUNCIL PROCLAMATION NO. 18-12

IN HONOR OF

EMIL DALLMANN

WHEREAS, Emil Dallmann was a proud son of the Town of Oak Creek, Wisconsin, growing up on a farm along East Oakwood Road, and

WHEREAS, Emil Dallmann was a 22-year-old Sergeant in the 39th Infantry Regiment of the U.S. Army's 4th Infantry Division in World War I; and

WHEREAS, Emil Dallmann made the ultimate sacrifice on October 10, 1918, in France in the Meuse-Argonne battle; and

WHEREAS, Emil Dallmann's body was returned to the United States and Oak Creek in December 1921 and he was buried in Oakwood Rest Cemetery on West Oakwood Road, and

WHEREAS, the Oelschlaeger-Dallmann American Legion Post 434 was established in 1946 and honored Emil Dallmann as part of the post name, along with a World War II loss, Frederick Oelschlaeger; and

WHEREAS, Emil Dallmann's name is part of the patriotic DNA of Oak Creek,

WHEREAS, the 100th anniversary of Emil Dallmann's death is on October 10, 2018, and he is being commemorated in a graveside service on October 6, 2018.

NOW, THEREFORE, BE IT RESOLVED, that I, Daniel J Bukiewicz, Mayor of the City of Oak Creek, and the Oak Creek Common Council, do hereby proclaim October 10, 2018 to be Emil Dallmann Day throughout the City of Oak Creek.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to the family of Emil Dallmann.

Introduced and adopted this 18th day of September, 2018.

Kenneth Gehl, Common Council President

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote: Ayes ____ Noes ____

TO BE PUBLISHED AUGUST 22 & 29, 2018

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Balhair Dulai, Sikh Temple of Wisconsin, to rezone the property at 7518 S. Howell Ave. be rezoned from B-4, Highway Business to I-1, Institutional.

Hearing Date: September 18, 2018
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Balhair Dulai, Sikh Temple of Wisconsin
Property Owner(s): Sikh Temple of Wisconsin
Property Location(s): 7518 S. Howell Ave.
Tax Key(s): 781-9993-000

Legal Description:

Part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 9, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at that point in the West line of the said ¼ Section, said point being 125 feet South of the Northwest corner of said ¼ Section; thence North 88°48'30" East 371.60 feet; thence South 224.87 feet; thence South 88°40' West 371.60 feet; thence North 225.79 feet along West line of said ¼ Section to the place of beginning. EXCEPTING that portion conveyed by Document Nos 4293360 and 4355840.

MORE PARTICULARLY DESCRIBED AS:

That part of the Northwest ¼ of the Southwest ¼ of Section 9, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest ¼ of Section 9; thence South 00°36'59" West along the West line of said Southwest ¼ Section 125.00 feet to a point; thence North 89°17'08" East 75.02 feet to a point on the westerly line of Lot 1 of Certified Survey Map 8223 recorded in the Milwaukee County Register of Deeds as Document No. 09858067 and the point of beginning of the lands hereinafter described; thence North 89°17'08" East along said westerly line 296.58 feet to a point; thence South 00°20'56" West along said westerly line 127.87 feet to a point; thence South 00°20'53" West along said westerly line 97.00 feet to a point; thence South 89°08'50" West along said westerly line 297.65 feet to a point on the East line of South Howell Avenue (S.T.H. "38"); thence North 00°36'59" East along said East line 225.61 feet to the point of beginning.

The Common Council has scheduled other public hearings for September 18, 2018 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: August 15, 2017
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, or by writing to the ADA Coordinator at the Health Department, City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.

COMMON COUNCIL REPORT

- Item:** Rezone - Balhair Dulai, Sikh Temple of Wisconsin - 7518 S. Howell Ave.
- Recommendation:** That the Council adopts Ordinance 2913, an ordinance to approve a rezone of the property at 7518 S. Howell Ave. from B-4, Highway Business to I-1, Institutional.
- Fiscal Impact:** Approval will allow for the vacant parcel to be zoned in conformance with the adjacent institutional property. There are no immediate plans for additional development beyond a potential expansion of the parking area following consolidation and reconfiguration by CSM. Rezoning the property for institutional/religious use may result in loss of tax revenue; however, the property is currently owned by the Sikh Temple. This property is not located in a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

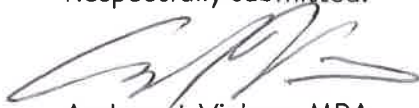
Background: The Applicant is requesting that the property at 7518 S. Howell Ave. be rezoned from B-4, Highway Business District to I-1, Institutional. This request follows the CSM to combine and reconfigure the property with the adjacent Sikh Temple property approved by the Common Council on September 4, 2018. The Comprehensive Plan was amended in January of 2016 to the Planned Business category based on a proposal for a multitenant commercial building to be constructed on the property. Although rezoning the property to I-1, Institutional would appear to be inconsistent with the existing Land Use Category, it is consistent with surrounding zoning. Staff also notes that the process to update the Comprehensive Plan has begun, so this amendment will be included in the subsequent update.

Existing parcels in the immediate area are zoned for commercial, manufacturing, institutional, and park uses. The I-1, Institutional district, “is intended to eliminate the ambiguity of maintaining, in unrelated use districts, areas which are under public, public-related or private ownership and where the use for public purpose is anticipated to be permanent. Uses permitted shall generally serve the public benefit.” Based on the ownership, existing use of the adjacent property for religious purposes, and plans for consolidating the parcels owned by the Sikh Temple, the proposed rezone appears to be consistent with the I-1 purpose statement.

The Plan Commission reviewed this request at their August 14, 2018 meeting, and recommended Common Council approval.

Options/Alternatives: Council has the discretion to approve or not approve the proposed rezone request. Disapproval of the rezone would result in the parcel remaining zoned for business uses, and likely remaining in its existing condition for the foreseeable future.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ordinance 2913

Location Map

Hearing Notice

CSM (Sheet 1 only)

Plan Commission Minutes (8-14-18)

ORDINANCE NO. 2913

By: _____

AN ORDINANCE TO REZONE THE PROPERTY AT 7518 S. HOWELL AVE.
FROM B-4, HIGHWAY BUSINESS TO I-1, INSTITUTIONAL

(1st Aldermanic District)

WHEREAS, BALHAIR DULAI, SIKH TEMPLE OF WISCONSIN, has applied for a rezoning of the property at 7518 S. Howell Ave. from B-4, Highway Business to I-1, Institutional.

WHEREAS, the property is more precisely described as follows:

Part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 9, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at that point in the West line of the said ¼ Section, said point being 125 feet South of the Northwest corner of said ¼ Section; thence North 88°48'30" East 371.60 feet; thence South 224.87 feet; thence South 88°40' West 371.60 feet; thence North 225.79 feet along West line of said ¼ Section to the place of beginning. EXCEPTING that portion conveyed by Document Nos 4293360 and 4355840.

MORE PARTICULARLY DESCRIBED AS:

That part of the Northwest ¼ of the Southwest ¼ of Section 9, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest ¼ of Section 9; thence South 00°36'59" West along the West line of said Southwest ¼ Section 125.00 feet to a point; thence North 89°17'08" East 75.02 feet to a point on the westerly line of Lot 1 of Certified Survey Map 8223 recorded in the Milwaukee County Register of Deeds as Document No. 09858067 and the point of beginning of the lands hereinafter described; thence North 89°17'08" East along said westerly line 296.58 feet to a point; thence South 00°20'56" West along said westerly line 127.87 feet to a point; thence South 00°20'53" West along said westerly line 97.00 feet to a point; thence South 89°08'50" West along said westerly line 297.65 feet to a point on the East line of South Howell Avenue (S.T.H. "38"); thence North 00°36'59" East along said East line 225.61 feet to the point of beginning.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning requests be approved; and

WHEREAS, the Common Council held a public hearing on said application on September 18, 2018, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands at 7518 S. Howell Ave. hereinabove described shall be rezoned from B-4, Highway Business to I-1, Institutional, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 18th day of September, 2018.

President, Common Council

Approved this 18th day of September, 2018.

Mayor

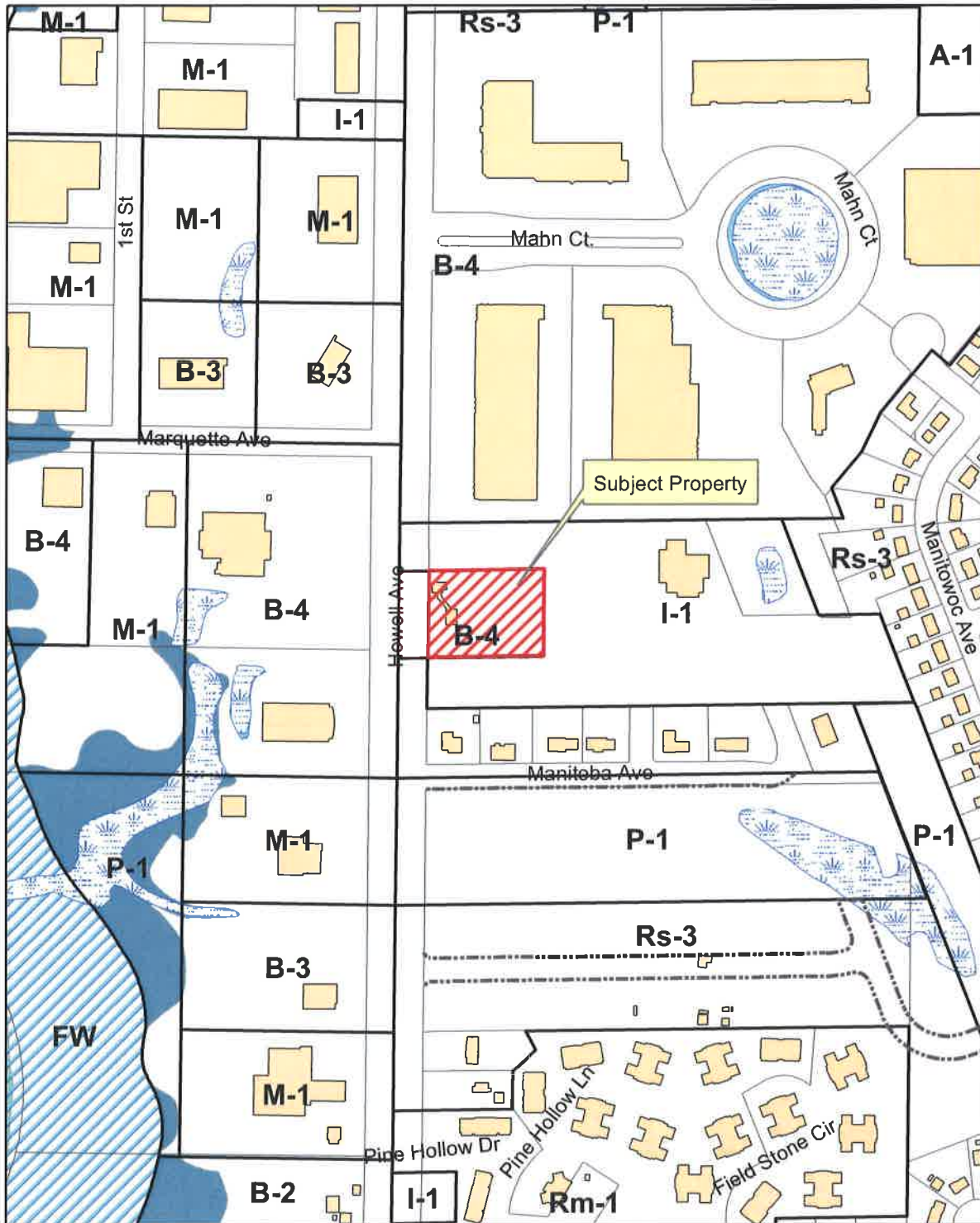
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

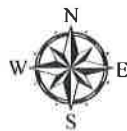
7518 S. Howell Ave.



This map is not a survey of the actual boundary of any property this map depicts.



Department of Community Development



Legend

- Officially Mapped Streets
- Subject Property
- DNR Wetlands Inventory
- Floodplain 2008
- Waterbodies

Zoning Overlays

- C-1-Shoreland Wetland
- FF-Flood Fringe
- Lakefront Overlay
- NO-Mixed Use Neighborhood
- OO-Mixed Use Office
- RR-Regional Retail

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Balhair Dulai, Sikh Temple of Wisconsin, to rezone the property at 7518 S. Howell Ave. be rezoned from B-4, Highway Business to I-1, Institutional.

Hearing Date: September 18, 2018
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Balhair Dulai, Sikh Temple of Wisconsin
Property Owner(s): Sikh Temple of Wisconsin
Property Location(s): 7518 S. Howell Ave.
Tax Key(s): 781-9993-000

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The Common Council has scheduled other public hearings for September 18, 2018 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: August 15, 2017
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

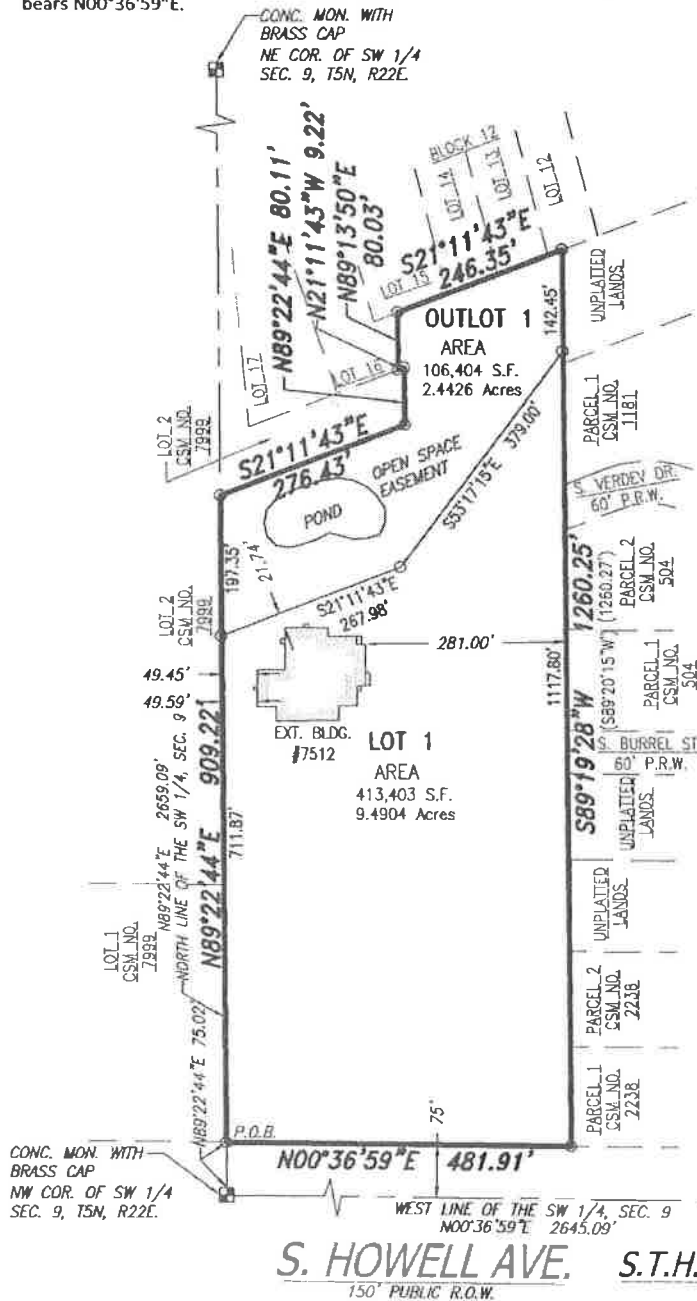
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CERTIFIED SURVEY MAP NO. _____

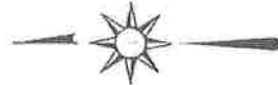
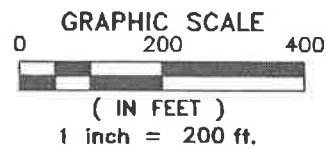
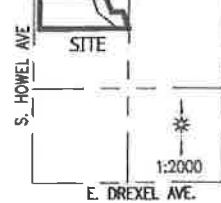
A redivision of Lot 1 and Outlot 1 of Certified Survey Map 8223 and unplatted lands in the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 5 North, Range 20 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Owner : SIKH TEMPLE OF WI, INC
7512 S Howell Ave,
Oak Creek, WI 53154-2161

All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Feb, 2018 in which the West line of the SW 1/4, Sec. 9 bears N00°36'59"E.

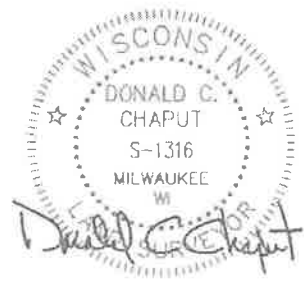


VICINITY MAP



LEGEND

- Indicates found 1" iron pipe
- Indicates set 1.315" iron pipe, 18" in length, 1.68 lbs. per lineal foot.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8065
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: July 24, 2018
Survey No. 2273-far
Sheet 1 of 5 Sheets

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, AUGUST 14, 2018**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Johnston, Commissioner Carrillo, Commissioner Loreck, Alderman Guzikowski, Commissioner Siefert and Commissioner Chandler. Commissioner Correll was excused. Also present: Kari Papelbon, Planner; Pete Wagner, Zoning Administrator; and Doug Seymour, Director of Community Development

**REZONE
SIKH TEMPLE OF WISCONSIN
7518 S. HOWELL AVE.
TAX KEY NO. 781-9993-000**

Planner Papelbon provided an overview of the rezoning request to change the property from B-4, Highway Business to I-1, Institutional. (See staff report for details.)

Commissioner Loreck asked if there were plans for this property after it is rezoned. Balhair Dulai, Sikh Temple, responded that they would like to use the eastern portion of this property for parking and the remaining portion along Howell Avenue will be landscaped.

Commissioner Siefert moved that the Plan Commission recommends to the Common Council that the property at 7518 S. Howell Ave. be rezoned from B-4, Highway Business to I-1, Institutional after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siefert seconded. On roll call: all voted aye. The meeting was adjourned at 8:56 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

August 28, 2018

Date

COMMON COUNCIL REPORT

Informational: Presentation of the City of Oak Creek Resident Guide developed by the New Resident Welcome Guide Strategic Action Plan team.

Fiscal Impact: The City of Oak Creek Resident Guide will initially be available for public download on the City's redesigned website at no additional cost.

The team is interested in having printed copies available to distribute to residents at various service points throughout the City including; the Library, Water Utility, DPW and City Hall. Based on positive council feedback, the team will research the cost of offering a print version of the guide.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: As part of the 2017-2020 Strategic Plan, a Strategic Action Team was put in place to create and implement a new resident welcoming process. The team was made up of liaisons representing all city departments. Members were: Jill Lininger, Library; Leslie Flynn, Communications; Catherine Roeske, Clerk; Dave Stecker, Police; Dana Johnson, City Hall; Kerry Wardius, Health; Mary Jane Trate, Recreation; Cindy Maksimovic, DPW; Scott Kasten, Fire; Kristin Craig, Toursim.

The intent of this initiative is to develop a strategy to identify new residents and provide them with the resources necessary to obtain relevant information related to the Oak Creek community. The team met and identified the need for a comprehensive, written, resident guide that could serve as a ready reference for not only new City residents, but current residents as well.

Members of the SAP team thoroughly researched other communities that provide a Resident Guide to their citizens and used these guides as a template in the creation of an Oak Creek guide. Using the templates of the City of West Allis and the Town of Gwillimbury, Canada the team created a format for a City guide. Using data collected from the front line staff of all city departments, the team identified the most relevant and useful information to include in the A-Z guide of city services. The A-Z guide provides residents with basic information and can serve as a ready reference to identify relevant information, phone numbers and web links based on a specific question or concern. The Resident team also recognized the need to include basic city information including; city history, information about current government officials, including boards and commissions, an easy to access phone listing, and a letter from the Mayor.

The initial resident guide will be available for download as part of the City's redesigned website. In doing so, the city is able to maximize saturation of the information throughout the community and readily update and maintain the accuracy of the publication, while minimizing printing and distribution costs. Residents

will be able to search, download and print the Resident Guide at their convenience and based on their information needs. A link to the Resident Guide will be publicized in both the Acorn and the Current and will be marketed via the Visix boards in City Hall and the Library and the various city and departmental social media outlets.

The information provided in the Resident Guide is invaluable for all City residents, however, it is paramount that the new information reach new city residents. The SAP team has identified the following touch points as the effective ways to reach new Oak Creek residents: registering for their water bill, signing up for a library card and registering to vote. The next step for the team is to identify the best way to market the Resident Guide to new residents via these touch points. With input from the council, the team is interested in providing print copies of guide to new residents via these touchpoints.

Moving forward the New Resident SAP team is looking for council input about both the content provided in the Resident Guide, as well as, distribution options. We look forward to your feedback as we continue to improve our process for disseminating accurate, up-to-date and relevant information to our citizens.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Jill Lininger
Library Director

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: New Resident Welcome Guide

COMMON COUNCIL REPORT

Item: Rezone - LaVerne Boers - 3280 E. Oakwood Road

Recommendation: That the Council holds action to approve a rezone of a portion of the property at 3280 E. Oakwood Road from A-1, Agricultural to Rs-3, Single Family Residential until January of 2019.

Fiscal Impact: Approval would allow for this portion of the vacant parcel to be zoned and developed in conformance with the comprehensive plan and adjacent residential properties.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant has requested that a portion of the property at 3280 E. Oakwood Rd. be rezoned from A-1, Limited Agricultural to Rs-3, Single Family Residential. The portion to be rezoned is identified as Lot 1 on the proposed CSM, and was anticipated to be sold for construction of a single-family residential dwelling.

The original plan to rezone and divide this lot had been put on hold by the applicant. The Council (at their meeting of July 17th) held action on this item until this (September 18th) meeting. The applicant has since indicated that they still have not reached a consensus as to whether or not to proceed, and have asked that action on this item be further held until January of 2019. If this rezoning were to proceed at that time, a new public hearing would need to be noticed and advertised.

Options/Alternatives: Council has the discretion to approve or not approve the proposed rezone request or the request to hold.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



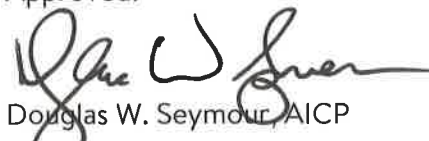
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

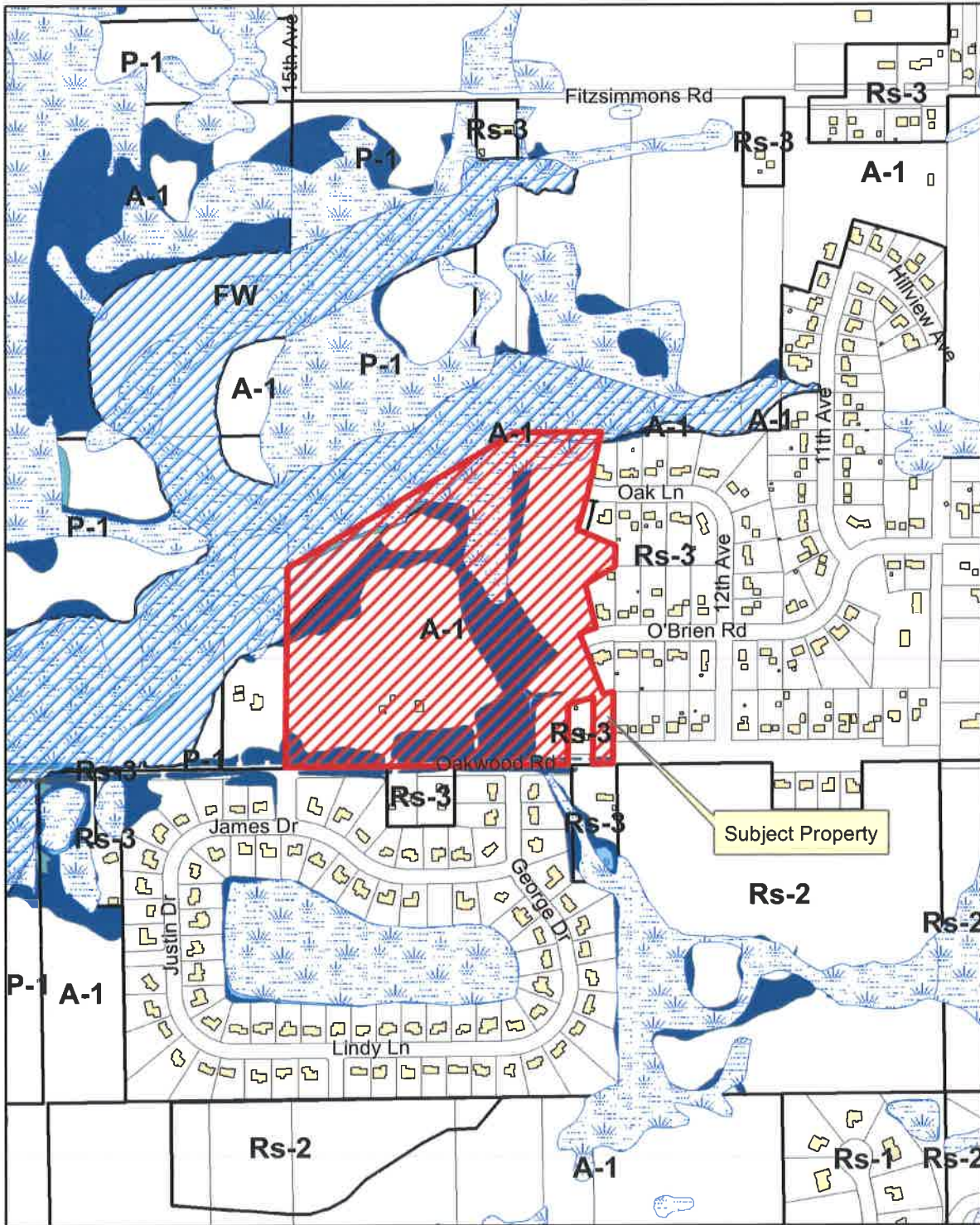
Attachments:

Location Map

CSM (Sheet 1 only)

Location Map






3280 E Oakwood Rd



Department of Community Development



Legend

-  Subject Property
-  Officially Mapped Streets
-  Floodplain 2008
-  DNR Wetlands Inventory
-  Waterbodies

Zoning Overlays

-  C-1-Shoreland Wetland
-  FF-Flood Fringe
-  Lakefront Overlay
-  NO-Mixed Use Neighborhood
-  OO-Mixed Use Office
-  RR-Regional Retail

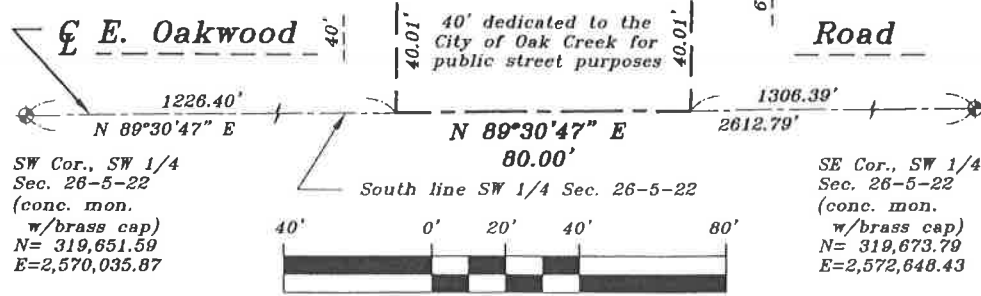
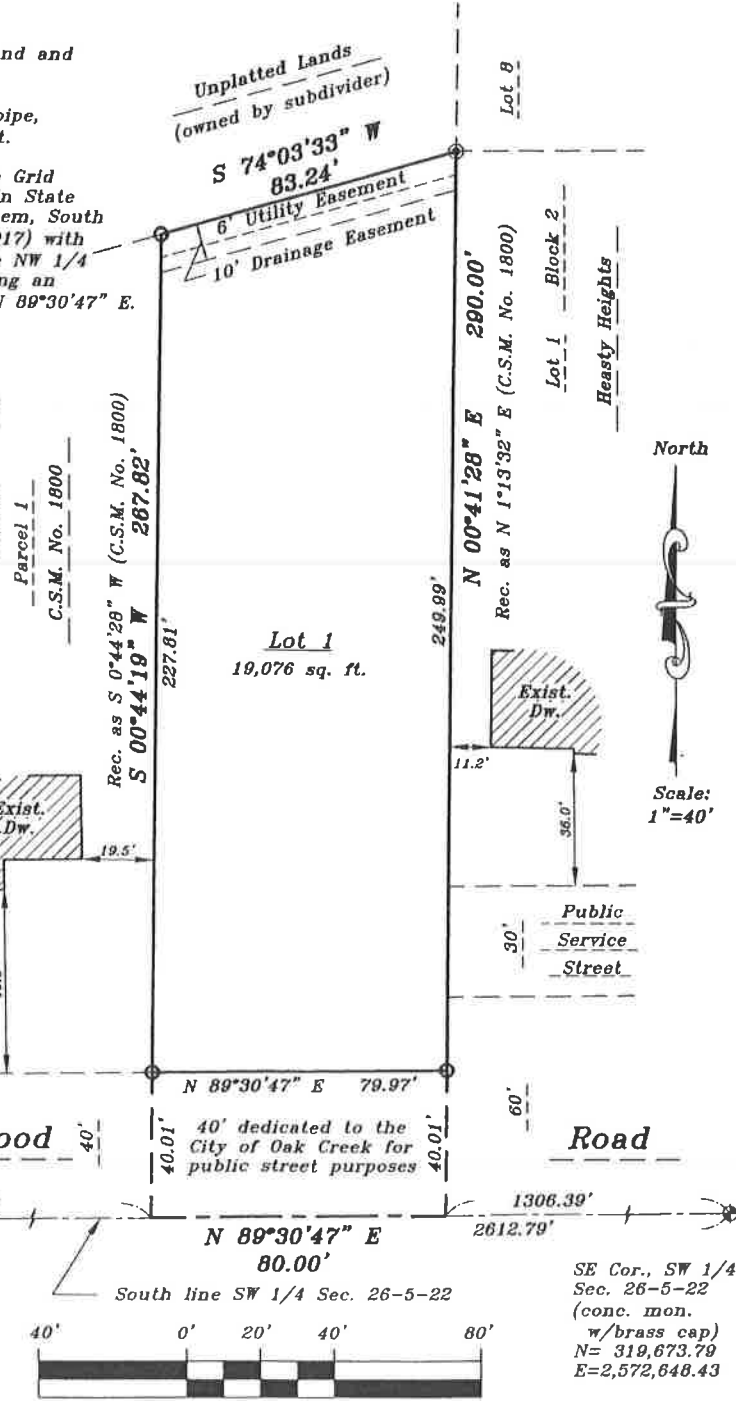
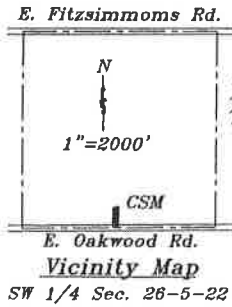
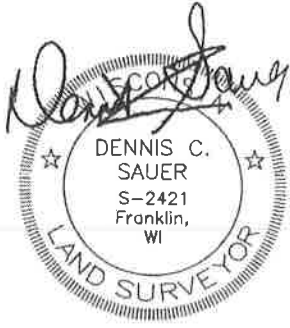
CERTIFIED SURVEY MAP NO. _____

Being a part of the Southwest 1/4 of the Southwest 1/4 of
Section 26, Town 5 North, Range 22 East, in the City of Oak Creek,
Milwaukee County, Wisconsin.

NOTES:

- ⊙ - Denotes iron pipe found and accepted.
- - Denotes 1"x24" iron pipe, 1.13 lbs/ft. (min.) set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27)(Feb., 2017) with the South line of the NW 1/4 of Sec. 26-5-22 having an assumed bearing of N 89°30'47" E.



CITY OF OAK CREEK
NRK 3629 3
RECEIVED

COMMON COUNCIL REPORT

- Item:** Performance Contracting potential in the City of Oak Creek
- Recommendation:** The staff recommends the Council direct, via motion, the City Administrator to engage Siemens for an investment grade audit of potential performance contracting projects.
- Fiscal Impact:** The cost of the investment grade audit is \$25,000. This cost is not outlaid out front, and will only be paid should the City not go forward with any projects Siemens identifies. The \$25,000 would come from the Strategic Action Plan funds on hand, should the City incur the cost.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: For the past several months, various City staff have been in conversations with Siemens Industry, Inc. regarding potential energy efficiency upgrades to the City's various buildings and its street lighting system. Council will recall the City's SAP document calls for the following initiatives:

- 1) Complete a Feasibility Study for Possible Conversion to LED Streetlights;
- 2) Create Fiscal Policy Teams and Provide Analyses and Recommendations on a Multi-Year Budget Strategy.

Siemens has already performed a free "field audit" of buildings and street lighting to examine high-level potential for projects with associated energy savings. The next phase is to engage Siemens for an "investment grade audit" to more accurately identify projects and associated paybacks.

In a previous agenda item, a representative from Siemens gave the staff and Council a presentation on what Siemens' business model is, and introduced the method of construction and financing: Performance Contracting.

Options/Alternatives: The Council could choose not to proceed with the Letter of Intent for an investment grade audit at this time.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget Souffrant ✱

Bridget M. Souffrant

Finance Director/Comptroller

Approved:

n/a

Attachments: Letter of Intent Document

Print on City's Letterhead

September 19, 2018

Siemens Industry, Inc.
Building Technologies Division
Energy & Environmental Solutions
Attention: Josh Hounsell
1100 Deerfield Pkwy
Buffalo Grove, IL 60098

Re: Letter of Intent and Approval to Proceed with Investment Grade Audit

Dear Mr Vickers:

The City of Oak Creek ("the City") intends to contract with the Building Technologies Division of Siemens Industry, Inc. ("Siemens") to implement a performance contracting project to improve its infrastructure and operational efficiencies ("Project"). The Project will be comprised of a variety of facility improvement measures ("FIMs") to be assessed through an investment grade audit ("Audit").

The Audit will be performed at the following location(s):

- City Hall - 8040 S 6TH ST, OAK CREEK WI
- City-Wide Street Lighting
- Police - 301 W RYAN RD, OAK CREEK WI
- FD 1 - 255 E CENTENNIAL DR, OAK CREEK WI
- FD 2 - 3950 E OAKWOOD RD, OAK CREEK WI
- FD 3 - 7000 S 6TH ST, OAK CREEK, WI
- WTP - 9325 5th Street, OAK CREEK, WI

The Audit will evaluate the following systems: Heating, Ventilation and Air Conditioning; Building Automation and Controls; Lighting; Building Envelope; Water Fixtures; Street Lighting, Solar/Photovoltaic; and sources of Alternate Energy.

The purpose of the Audit will be to identify opportunities to: Reduce operating and utility costs; replace or upgrade existing equipment; improve facility infrastructure;; and reduce the District's carbon footprint.

In order to accomplish the Audit, the City shall provide Siemens the following data (if not already provided): Three-year history of utility bills (electric, gas, water, etc.); maintenance and operational costs for addressed systems; access to facilities and design drawings; audited financial statements for the past three years; and a point of contact for the Audit team.

The objectives of the Project to be assessed during the Audit (Objectives) are as follows:
Siemens will provide a written guarantee of projected utility savings and reduced operational costs in compliance with Wisconsin Statue 66.1033.

The City and Siemens will cooperate to finalize the technical, legal and financial components of the Project, and The City will pursue financing for the Project, possibly with assistance from Siemens. The City also will prioritize the FIMs to be implemented, and Siemens will use the results of the Audit as the basis for a draft Performance Contracting Agreement ("Agreement").

Siemens and The City jointly commit to provide the necessary resources and information in order to meet the following Project development schedule:

Milestone	Target Completion Date
Kickoff Meeting	October 8, 2018
Presentation of Audit Results	January 7, 2018
Begin Staff and/or Council Workshop(s)	January 7, 2019
Final Scope Selected	February 11, 2019
Begin Procurement of Financing	January 28, 2019
Select Financial Provider/Vehicle	February 28, 2019
Finish Negotiating Agreement	February 28, 2019
Board Approval	March 29, 2019
RFP Solitation	April 12, 2019
Execution of Agreement	on or around April 30, 2019

If Siemens is unable to produce an Agreement that meets the above Objectives, then it shall receive no payment for its efforts to develop the Project. However, if Siemens presents an Agreement that meets the above Objectives, and the parties do not execute it within sixty (60) days thereafter, then The City agrees to pay Siemens a termination fee of **\$\$25,000.00** (twenty-five thousand dollars and no cents) within thirty (30) days of invoice. Alternatively, if Siemens provides an Agreement which meets the Objectives defined above, and the parties execute the Agreement, then the costs associated with the Audit will be incorporated into the price of the Agreement.

On behalf of The City of Oak Creek, this Letter of Intent is approved as of the date above.

Sincerely,

Signed

Print

Title



COMMON COUNCIL REPORT

Item: Consideration of a Settlement Agreement between City and Labor Association of Wisconsin, Inc. ("LAW")

Recommendation: That the Common Council review and adopt Ordinance No. 2912, An Ordinance confirming adoption of the Settlement Agreement between the City of Oak Creek and the Labor Association of Wisconsin, Inc. and Fixing the Salary for Members of the Association from January 1, 2019- December 31, 2019.

Fiscal Impact: The base wage increase of 2.25% effective 1/1/2019 has a total fiscal impact of \$56,988 for the 46 employees covered by the Agreement.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: WI Act 10 limits non-public safety bargaining units to a 1 year labor contract, and to only a base wage increase based on a CPI factor determined by the state. In the previous Council agenda item related to an MOU between the City and LAW, parties agreed to move the effective date of the Settlement Agreement to a January 1 start date annually. CPI determined by the state for contracts beginning January 1 is 2.25%. After the Personnel/Bargaining Committee met with LAW officials on August 15, 2018, parties agreed to the 2.25% increase in base wages. The Ordinance and Settlement Agreement attached to this memo reflects the new start date and 2.25% base wage increase recommendation. Personnel Committee met August 22, 2018 and unanimously recommended Council approval of the Settlement Agreement.

Options/Alternatives: Council could reject the recommendation of the Personnel Committee and direct parties to renegotiate the Settlement Agreement.

Respectfully submitted:


Andrew J. Vickers, MPA
City Administrator

Prepared:


Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget Souffrant ✕

Bridget M. Souffrant

Finance Director/Comptroller

Approved:

n/a

Attachments: Ordinance 2912, Settlement Agreement

ORDINANCE NO. 2912

By: _____

AN ORDINANCE CONFIRMING ADOPTION OF THE SETTLEMENT AGREEMENT BETWEEN
THE CITY OF OAK CREEK AND THE LABOR ASSOCIATION OF WISCONSIN (“LAW”)
AND FIXING THE SALARY FOR MEMBERS OF THE ASSOCIATION FOR THE YEAR 2019

WHEREAS, the Common Council of the City of Oak Creek has adopted the Labor Agreement between the City of Oak Creek and the Law Association of Wisconsin (“LAW”) for the period of January 1, 2019 through December 31, 2019, and wishes to confirm the adoption of said agreement and fix the salary for members of the bargaining unit.

NOW, THEREFORE, the Common Council of the City of Oak Creek do hereby ordain as follows:

Section 1: The adoption of the agreement between the City of Oak Creek and the Labor Association of Wisconsin for the period of January 1, 2019 to December 31, 2019, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The pay ranges and rates of pay of those positions for the members of the Labor Association of Wisconsin under the control of the Common Council of the City of Oak Creek shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Minimum Salary	Minimum Hourly Rate	Maximum Salary	Maximum Hourly Rate
Account Clerk III	\$39,122	\$18.809	\$56,427	\$27.128
Administrative Support Assistant, Existing	\$37,266	\$17.916	\$50,777	\$24.412
Administrative Support Assistant, New (hired after 1/1/2014)	\$26,578	\$12.778	\$37,053	\$17.814
Chief Mechanic	\$48,446	\$23.291	\$68,797	\$33.075
Custodian	\$23,026	\$11.070	\$31,796	\$15.286
Engineering Technician	\$44,721	\$21.501	\$61,457	\$29.547
Facility Maintenance Technician	\$37,267	\$17.917	\$61,497	\$29,566
Mechanic II, Fabricator / Welder	\$44,721	\$21.501	\$65,408	\$31,446
Fire Secretary	\$37,267	\$17.917	\$53,744	\$25.838
Senior Engineering Technician	\$52,177	\$25.085	\$71,835	\$34.536

Skill-Based Pay Positions		
Position Title	Hourly Rate of Pay	Annual Salary
Equipment Operator II	\$29.566	\$61,497
Equipment Operator I	\$24.470	\$50,898

Laborer / Driver	\$18.096	\$37,640
------------------	----------	----------

Section 3: AUTO EXPENSE: Personnel or members shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

In order to qualify for the aforementioned auto mileage and/or allowance, employees designed must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability with minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31, or upon policy renewal to the Human Resources office.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2019, except where otherwise noted.

Introduced this ____ day of _____, 2018.

Passed and adopted this ____ day of _____, 2018.

President, Common Council

Approved this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

AGREEMENT
BETWEEN
THE CITY OF OAK CREEK

AND

THE LABOR ASSOCIATION OF WISCONSIN, INC.

JANUARY 1, 2019 – DECEMBER 31, 2019

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the following employees of the City:

All regular full-time office and clerical employees, civil engineers, engineering technicians in the employ of the City, excluding all other employees, confidential employees, and supervisors as certified by the Wisconsin Employment Relations Commission on May 30, 1972; all regular full-time employees in the Street Department, excluding all other employees, confidential employees, and supervisors as set forth in Resolution No. 2707 adopted November 8, 1972, by the Common Council of the City, all regular full-time cleaning personnel, excluding supervisors, the parks maintenance technicians, and the fire secretary.

ARTICLE II – BASE WAGES

Effective January 1, 2019, employees shall receive a base wage increase of 2.25%.

ARTICLE III – DURATION

This Agreement shall become effective January 1, 2019 and shall terminate at the close of business on the 31st day of December, 2019.

CITY OF OAK CREEK

THE LABOR ASSOCIATION
OF WISCONSIN, INC.

Chairman, Personnel Committee

By: _____

Personnel Committee Member

By: _____

Personnel Committee Member

City Administrator



COMMON COUNCIL REPORT

Item: Successor Labor Agreement by and between the City and International Association of Firefighters Local No. 1848

Recommendation: The Personnel/Bargaining Committee recommends that the Common Council adopt Ordinance 2914, An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and International Association of Firefighters Local No. 1848 and Fixing the Salary for the Members of the Bargaining Unit from January 1, 2018 through December 31, 2020.

Fiscal Impact: The contract features a wage settlement the Personnel/Bargaining Committee finds favorable to both the taxpayers of Oak Creek and the bargaining unit employees. The fiscal impact of the wage settlement denoted below, including estimations for WRS, payroll taxes, specialty pay, and recent overtime patterns is approximately \$208,200 over the 3-year contract term.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Several meetings between the Personnel/Bargaining Committee and the Fire Local has led to agreement on new terms for a successor labor agreement covering the years 2018, 2019, and 2020. The Local has already ratified the new agreement terms. The successor agreement features a wage settlement as follows: 1.5% (2018), 1.0%/1.0% split (2019), and 2.25% (2020).

In addition to the wage settlement, a comprehensive summary of additional agreement terms is attached to this staff report. Staff has also attached a completely revised (clean) version of the successor Labor Agreement for execution should the Common Council choose to ratify.

Options/Alternatives: The Common Council could reject the recommendation of the Personnel/Bargaining Committee and direct the parties to renegotiate a different agreement.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget Souffrant

Bridget M. Souffrant

Finance Director/Comptroller

Reviewed:

Tom Rosandich

Tom Rosandich

Fire Chief

Attachments: Ordinance 2914, Comprehensive Summary of Agreement Terms, Revised Labor Agreement for execution

ORDINANCE No. 2914

BY: _____

An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the International Association of Firefighters Local No. 1848 and Fixing the Salary for Members of the Bargaining Unit from January 1, 2018 through December 31, 2020

WHEREAS, the Common Council of the City of Oak Creek has adopted the Labor Agreement between the City of Oak Creek and the International Association of Firefighters Local No. 1848 for the period January 1, 2018 through December 31, 2020, and wishes to confirm the adoption of said agreement and fix the salary for members of the bargaining unit.

NOW, THEREFORE, the Common Council of the City of Oak Creek do hereby ordain as follows:

Section 1: The adoption of the agreement between the City of Oak Creek and the International Association of Firefighters Local No. 1848 for the period January 1, 2018 to December 31, 2020, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The basic salary of the members of the Oak Creek Fire Department shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3: All fringe benefits as set forth in the agreement shall inure to the benefit and shall be payable to the specified members of the bargaining unit.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in force from and after its passage and publication and shall be effective as of January 1, 2018.

Introduced at a meeting of the Common Council of the City of Oak Creek this 18th day of September, 2018.

Passed and adopted this 18th day of September, 2018.

President, Common Council

Approved this 18th day of September, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A

JANUARY 1, 2018 WAGES INCREASED 1.5%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$ 25.788	\$26.175	\$76,222	\$26.699	\$77,747	\$28.034	\$81,635
Lieutenant	\$ 28.367	\$28.793	\$83,845	\$29.369	\$85,523	\$30.837	\$89,797
Captain	\$ 30.071	\$30.522	\$88,880	\$31.132	\$90,656	\$32.689	\$95,190
Firefighters hired after January 1, 1995							
New Hire	\$ 18.093	\$18.364	\$53,476	\$18.731	\$ 54,545	\$19.668	\$57,273
After One Year	\$ 19.633	\$19.927	\$58,027	\$20.326	\$59,189	\$21.342	\$62,148
After Two Years	\$21.173	\$21.491	\$62,582	\$21.921	\$63,834	\$23.017	\$67,026
After Three Years	\$ 22.708	\$23.049	\$67,119	\$23.510	\$68,461	\$24.686	\$71,886
After Four Years	\$ 24.248	\$24.612	\$71,670	\$25.104	\$73,103	\$26.359	\$76,757
After Five Years	\$25.788	\$26.175	\$76,222	\$26.699	\$77,747	\$28.034	\$81,635

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

JANUARY 1, 2019 WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450
Lieutenant	\$28.793	\$29.081	\$84,684	\$29.663	\$86,379	\$31.146	\$90,697
Captain	\$30.522	\$30.827	\$89,768	\$31.444	\$91,565	\$33.016	\$96,143
Firefighters hired after January 1, 1995							
New Hire	\$18.364	\$18.548	\$54,012	\$18.919	\$55,092	\$19.865	\$57,847
After One Year	\$19.927	\$20.126	\$58,607	\$20.529	\$59,780	\$21.555	\$62,768
After Two Years	\$21.491	\$21.706	\$63,208	\$22.140	\$64,472	\$23.247	\$67,695
After Three Years	\$23.049	\$23.279	\$67,788	\$23.745	\$69,145	\$24.932	\$72,602
After Four Years	\$24.612	\$24.858	\$72,386	\$25.355	\$73,834	\$26.623	\$77,526
After Five Years	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

July 1, 2019 WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.437	\$26.701	\$77,753	\$27.235	\$79,308	\$28.597	\$83,274
Lieutenant	\$29.081	\$29.372	\$85,531	\$29.959	\$87,241	\$31.457	\$91,603
Captain	\$30.827	\$31.135	\$90,665	\$31.758	\$92,479	\$33.346	\$97,104
Firefighters hired after January 1, 1995							
New Hire	\$18.548	\$18.733	\$54,550	\$19.108	\$55,642	\$20.063	\$58,423
After One Year	\$20.126	\$20.327	\$59,192	\$20.734	\$60,377	\$21.771	\$63,397
After Two Years	\$21.706	\$21.923	\$63,840	\$22.361	\$65,115	\$23.479	\$68,371
After Three Years	\$23.279	\$23.512	\$68,467	\$23.982	\$69,836	\$25.181	\$73,327
After Four Years	\$24.858	\$25.107	\$73,112	\$25.609	\$74,573	\$26.889	\$78,301
After Five Years	\$26.437	\$26.701	\$77,753	\$27.235	\$79,308	\$28.597	\$83,274

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

January 1, 2020 WAGES INCREASED 2.25%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.701	\$27.302	\$79,503	\$27.848	\$81,093	\$29.240	\$85,147
Lieutenant	\$29.372	\$30.033	\$87,456	\$30.634	\$89,206	\$32.166	\$93,667
Captain	\$31.135	\$31.836	\$92,706	\$32.473	\$94,561	\$34.097	\$99,290
Firefighters hired after January 1, 1995							
New Hire	\$18.733	\$19.154	\$55,776	\$19.537	\$56,892	\$20.514	\$59,737
After One Year	\$20.327	\$20.784	\$60,523	\$21.200	\$61,734	\$22.260	\$64,821
After Two Years	\$21.923	\$22.416	\$65,275	\$22.864	\$66,580	\$24.007	\$69,908
After Three Years	\$23.512	\$24.041	\$70,007	\$24.522	\$71,408	\$25.748	\$74,978
After Four Years	\$25.107	\$25.672	\$74,757	\$26.185	\$76,251	\$27.494	\$80,063
After Five Years	\$26.701	\$27.302	\$79,503	\$27.848	\$81,093	\$29.240	\$85,147

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

The Solution Starts Here.




Buelow Vetter
Buikema Olson & Vliet, L.L.C.

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE**

MEMORANDUM

To: City Council, City of Oak Creek

cc: Andrew Vickers
Bridget Souffrant
Tom Rosandich
Mike Kressuck

From: Robert H. Buikema, Esq. 

Date: September 12, 2018

Subject: **City of Oak Creek Firefighter Contract – Council Report/Summary**

Dear Council Members:

As you know, we have reached agreement with the Fire Union on a three (3) year contract, January 1st 2018 – December 31st, 2020. It is closely patterned after the Police contract from an economic standpoint. We are now presenting it to the Council with a recommendation that it be ratified by the Council.

Attached is the final version of the Firefighter contract. All language issues have been finalized with the Union. The summary of the changes to the Agreement is as follows:

- 1. Article 1 – Duration.** 3 years
- 2. Article 8 - Definitions, Section I Probationary Employees.** Increase to 18 months.
- 3. Article 14 – Work Week and Overtime – F. Comp Time.** Increase maximum annual usage to 96 hours.
- 4. Article 15 - Salary Schedule.**

January 1, 2018	1.50%,
January 1, 2019	1.00%,
July 1, 2019	1.00%,
January 2020	2.25%

5. **Article 21 C. - Sick Leave Posting.** Eliminate.
6. **Article 23 - Sick Leave Payout, Section E.** Remove obsolete language.
7. **Article 29 - Medical Insurance, Section F.** Clarify the timing of payments.
8. **Article - 29 Medical Insurance, Section G, Non-selection of Benefits.** Clarify the language regarding payments.
9. **Article 30 - Life Insurance.** Modify to provide benefit after 31 days of employment.
10. **Article 34 – Education Incentive Program.** Allow educational incentive for Master's degree.
11. **Article 35 - Duty Incurred Injury Pay.** Clarify the process for payment.
12. **Article 37 - Retirement.** Correct statutory reference.
13. **Article 38 - EMT Certification.** Add note to pay schedule that certification was rolled in to wages.
14. **Article 39 - Drug Testing Requirements.** Add a committee to review the current drug testing program.
15. **Article 48 - Printing of Contracts.** Eliminate.
16. **Article 49 - Amendments and Severability.** Modify deadlines for submission of bargaining proposals.

Please let me know if you have any questions. I appreciate the efforts of our Bargaining Team in their tireless resolve to bring this contract to completion.

Thanks.

Rob

TENTATIVE AGREEMENT

BETWEEN

THE CITY OF OAK CREEK

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1848**

2018-2020

Reached on June 14, 2018

The parties reserves the right to amend, modify, add to, or delete from this Proposal at any time during negotiations within its sole discretion. Any proposal made or dropped is done so without prejudice or the establishment of any past precedent.

1. **Article 1 – Duration** 3 years

2. **Article 8 - Definitions, Section I Probationary Employees.** Modify as follows:

Increase the probation period to 18 months (from one (1) year) and modify language in each place where there is currently a reference to one (1) year:

3. **Article 14 – Work Week and Overtime – F. Comp Time**

Effective January 1, 2017, Employees working hours in addition to their regularly scheduled hours shall have the option of receiving compensatory time at a time and one-half (time and ½) rate, with a minimum of two (2) hours. The compensatory time can be used in hourly increments up to twelve (12) hours. However, an employee may also be paid for any additional accrued hours upon request. Twenty-four (24) increments will have bumping rights. The maximum earned and used is ninety-six (96) compensatory time hours in a calendar year. Any employee can cash out any amount of their compensatory time on any payroll during the year. The compensatory time will be administered like a holiday and must be used by the end of the calendar year or paid out.

4. **Article 15 - Salary Schedule**

January 1, 2018	1.50%
January 1, 2019	1.00%
July 1, 2019	1.00%
January 2020	2.25%

5. **Article 34 – Education Incentive Program**

Any employee who enrolls in a training course or educational program which is job related shall be reimbursed for one hundred percent (100%) of the tuition cost and course books required. The determination of job relatedness shall be the responsibility of the Fire Chief and the Personnel Committee and any disagreement of this determination shall be subject to the grievance procedure. For each calendar year under this contract, the City's financial obligation under this provision shall not exceed Sixteen Thousand (\$16,000) dollars. The unused funds shall not roll over from one year to the next. This reimbursement shall not apply to any degree greater than a Master's degree. Graduate level courses can be reimbursed if there are funds remaining at the end of each calendar year. The City will not be obligated

to pay more than seventy-five percent (75%) of a Master's degree and an employee who does not remain employed in Oak Creek for three (3) years after completion shall pay back a prorated amount of the costs of the degree depending on length of stay in the Department as provided in Section E. [Remainder of language in Section status quo]

- E. (This is status quo language) Service Restrictions: Employees who utilize the Education Incentive Development program, shall repay the City for the cost of any class tuition if the employee does not remain employed with the City at least three (3) years. The repayment shall be based upon the timing of each individual class. The timing shall commence from the date of the completion of each class. Employees who leave other than for a duty or non-duty disability, before three (3) years shall repay the City based on the schedule below: (Modified 09/02/03)

Less than 12 months	100%
Between 12-24 months	66%
Between 25-36 months	33%

6. **Article 39 - Drug Testing Requirements. Agreement (not in contract)** Modify as follows:

The City agrees to establish a committee, in order to review the existing drug policy. The makeup of the committee will be in the discretion of the City, but will include at least two Union members. The role of the committee will be to make recommendations to the Personnel Committee. The final decision on the policy will be made by the City, subject to any bargaining obligations. During the discussion and until a decision is made and the matter finalized, the current language will remain in effect.

7. **Article 49 - Amendments and Severability.** Modify as follows:

- B. The Union's proposals shall be forwarded by mail to the City by June 1. The City's proposals shall be forwarded by mail to the Union by June 15. The initial bargaining session of the parties shall be held by July 1. These dates may be revised by mutual agreement.

8. **Housekeeping Items**—All items from separate document entitled Housekeeping items dated June 14, 2018 are included in this Tentative Agreement.

9. All Other Items are status quo.

HOUSEKEEPING PROPOSALS

CITY OF OAK CREEK

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 1848

June 14, 2018

HOUSEKEEPING PROPOSALS

7. **Article 23 - Sick Leave Payout, Section E.** Modify as follows:

~~Strike: "All members of the bargaining unit employed as of March 8, 2010, shall have a one-time payment of one hundred fifty (150) hours calculated based on the rate of \$33.17 per hour, paid to the deferred compensation account of the employee, as follows: Within thirty (30) days of ratification of this tentative agreement by both the Association and the City, seventy-five (75) hours, as calculated above, will be paid into the deferred compensation account. The remaining seventy-five (75) hours as calculated above, will be paid to the employee's deferred compensation account in 2013 on or about the anniversary dated of the 2012 payment.~~

8. **Article 29 - Medical Insurance, Section F.** Modify as follows:

The City shall pay into § 457 plan for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums, paid ~~on the 1st~~ in accordance with the payroll dates after the employee's anniversary date:

In year 2, the City shall pay \$50.00 in accordance with regular payroll dates ~~per regular pay period.~~

In year 3, the City shall pay \$75.00 in accordance with regular payroll dates ~~per regular pay period.~~

In year 4 and each successive year thereafter, until retirement, the City shall pay \$100.00 in accordance with regular payroll dates ~~per regular pay period.~~

9. **Article - 29 Medical Insurance, Section G, Non-selection of Benefits.** Modify as follows:

1. Prior to each January 1st if an employee elects in writing not to participate in any portion of the health insurance program identified above, then that employee will ~~receive \$3000 for family coverage, receive \$1,500 for single coverage~~ or \$3000 for

coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. The employee making the election shall have been covered by the option(s) for at least one year prior to dropping the coverage(s). ~~(Modified 09/02/03)~~

2. A newly hired employee prior to the effective date for coverage to occur may elect in writing not to participate in any portion of the health insurance program identified above. The new employee will receive ~~\$3,000 for family coverage,~~ \$3,000 for family coverage and \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee.
3. Prior to each January 1st, or upon hiring, if an employee elects in writing not to participate in any other portion of the health insurance program, such as the dental insurance, then the City will pay into a deferred compensation account on behalf of the employee an amount equivalent to thirty-five (35.00%) percent of the cost for the benefit(s) the employee had been utilizing.
4. All payments made to the employee's deferred compensation account under this section shall be made on a ~~the first~~ payroll check in July of that year. Notwithstanding the election if the employee has a qualifying event then the employee may re-elect the appropriate coverage. If an employee is hired after January 1, the amount for the first year of employment will be prorated and added to the payment for the year following the first year of employment provided that employee is still employed when the payment is made.

10. Article 30 - Life Insurance. Modify as follows:

~~After six (6) months of employment,~~ Beginning the first of the month following 31 calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City shall pay seventy-five percent (75%) of the premium required to obtain the above amounts of insurance.

12. Article 35 - Duty Incurred Injury Pay. Modify as follows:

- A. Time Limits: Any employee after probation who sustains an injury while performing within the scope of his/her employment shall receive full salary in lieu of Workmen's Compensation for the period of time he/she may be temporarily totally, or temporarily partially disabled because of said injury, up to a period of one (1) year. Employees sustaining a compensable injury resulting in total permanent disability shall continue to receive full salary up to one (1) year until a determination is made that the injury is a permanently disabling injury in accordance with the Statutes of Wisconsin Workmen's Compensation Act. The employee's Workers' Compensation check is ~~usually~~ sent to the City. The City cashes and deposits the check. The employee will receive the regular payroll check, provided, however, the City will not withhold state or federal taxes from the portion of the employee's paycheck equal to the workers' compensation benefit. ~~The amount of the check is deducted from the paycheck for the next regularly scheduled pay period, and the Workers' Compensation check is given to the employee along with his/her regular payroll check.~~

13. Article 37 - Retirement. Modify as follows:

Each employee shall be covered under the State of Wisconsin Retirement System, in accordance with Chapter 401 of the Wisconsin Statutes. Effective January 1, 2012, all employees will pay that portion of the employee's contribution which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective January 1, 2013, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with General Employees. (Modified 6/15/2012)

14. Article 38 - EMT Certification.

Retain language but add note to pay schedule that certification was rolled in.

Union Proposed Housekeeping

1. Article 21 C. Sick Leave Posting Agreed to eliminate.
2. Article 48 Printing of Contracts Agreed to eliminate.

City of Oak Creek
and the
International Association
Of
Firefighters
Local No. 1848
Labor Agreement
January 1, 2018 to December 31, 2020

Oak Creek Fire Labor Contract 2018 – 2020

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Oak Creek Fire Labor Contract 2018 – 2020

This Agreement entered into this 1st day of January, 2018 by and between the City of Oak Creek, hereinafter referred to as “City” and the International Association of Firefighters, Local 1848, AFL-CIO, hereinafter referred to as the “Union.”

Article 1 Duration

This Agreement shall be effective from January 1, 2018, and shall continue in full force and effect until December 31, 2020. In the event agreement is not reached for renewal of Agreement by that date, the existing terms and conditions shall continue to apply until successive Agreement is signed.

Article 2 Union Recognition

This City continues to recognize Local No. 1848, AFL-CIO, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours and conditions of employment for all of the employees in the bargaining unit.

Article 3 Management Rights

The City reserves the sole right to operate the Fire Department and all management rights repose in the City except as such rights may be modified by the Agreement and Wisconsin Statutes. These rights include, but are not limited to, the direction of all operations of the Department, including the right to make reasonable work rules.

The City reserves total discretion with respect to the function and mission of the Department including the budget, organization and technology of performing its function or mission, except as may be modified by State law.

These rights shall not be exercised to undermine this Agreement and shall be exercised in a reasonable manner consistent with the traditional manner that they have been exercised. A past practice “traditional manner” shall be defined as 1) not ambiguous; 2) clearly articulated and acted upon; 3) readily ascertainable over a reasonable period of time as established practice accepted by both parties. If the language in a section of the contract is changed by bargaining, then past practices for that change start from the date the contract change was last negotiated. (Modified March 10, 1998)

Article 4 Union Elections and Meetings

The Union shall provide written notification to the Fire Chief setting forth the names and titles of its executive board and officers within fourteen (14) days after elections of such officers. Union meetings may be held in the firehouse outside of the normal workdays, provided such meetings do not interfere with the department programs.

Article 5 Bulletin Boards

The City agrees to provide bulletin boards for the Union’s use and erect them in locations to be agreed upon for posting notices regarding affairs of the Union and restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives, credit unions and unemployment compensation information and other notices concerning Union news and view bulletins.

Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material, which is libelous or scurrilous. The City will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

Article 6 Dues Check Off

A. The Union, as the exclusive representative of all of the employees in the bargaining unit, will represent all such employees, Union and non-Union, fairly and equally. No employee shall be required to join the Union, but the City agrees to deduct a monthly sum from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no case exceed the monthly dues required of members of the Union.

B. The City agrees that effective September 1, 1973, it will deduct from the monthly earnings of all employees who are members of the bargaining unit, the amount certified by the Union to the City Clerk, such amount being the monthly dues certified by the Union as the current dues uniformly required of all members, and any such amount to the Treasurer of the Union on or before the end of the month

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following the month in which such deduction is made.

C. For the purpose of this Article, the bargaining unit shall consist of those employees classified as probationers, firefighters, lieutenants or, captains. The City will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The liability of the City to the Union is limited to the collections of the funds as herein specified and remittance to the Union in accordance with the procedure set forth in this Section. (Modified 7/20/00)

D. The Union shall defend indemnify and save the City harmless against any and all liability which may arise on behalf of the City as a result of compliance with this Section by the City. Upon receiving notice of any claim or complaint against it, the City shall notify the Union in writing and request that the Union assumes the defense of such claimed liability. In the event the City does not tender such defense to the Union, the Union shall be under no further obligation to comply with this requirement.

Article 7 Grievance Procedure

A. Definitions:

Grievance: A grievance shall mean any dispute occurring out of this Agreement.

Class Action Grievance: A grievance affecting multiple employees or where the remedy sought is a general declaration of rights arising out of this agreement rather than a specific individual remedy, may be filed as a class action grievance by a local Union representative.

Working Day: A working day, for the purposes of this Article, shall be defined as Monday through Friday, excluding Saturday, Sunday and City holidays.

B. Subject Matter: Only one unrelated subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement involved. In the case of a class action grievance where a monetary remedy is sought, the grievance will list the employees eligible for the remedy. Where the remedy sought is limited to a declaration of rights under contract, no listing of employees is required.

C. Non-Union Employees: Individual employees or minority groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at any step of the grievance procedure, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement.

D. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

E. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

F. Steps in Procedure:

Step 1: The employee (grievant), along with one (1) Union representative or in a class action grievance two local Union representatives, shall orally contact the designated officer in charge of the shift within fifteen (15) working days after he/she knew or should have known of the cause of the grievance. In the event of a grievance, the employee shall perform his/her assigned work tasks and grieve his/her complaint later. If a class action grievance is filed, the officer shall immediately advance the grievance to Step 2 and not render a decision. Otherwise the employee's designated officer in charge shall, within six (6) working days, orally inform the employee (grievant) and the Union representative of his/her decision.

Step 2: If the grievance is not settled at the first step, the employee (grievant), within six (6) working days after the oral decision of the designated officer in charge, shall prepare a written grievance to the Fire Chief. The Fire Chief shall meet with the grievant review the record and further investigate the grievance as necessary. If the grievance is filed as a class action grievance the Fire Chief shall meet with Union representatives empowered to resolve the grievance, review the record and further investigate the grievance as necessary. The Fire Chief will inform the grievant in writing of

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his/her decision within six (6) working days after receipt of the grievance.

Step 3: If the grievance is not settled in the second step, the Union, within ten (10) working days after receipt of the written decision of the Fire Chief, shall present the written decision to the Personnel Committee or its designee, of the Common Council. The Committee shall, within fifteen (15) working days, hold a hearing and render a decision in writing within five (5) working days.

Step 4: If the grievance is not settled in the third step, the Union, within fifteen (15) working days after the written decision of the Personnel Committee, may notify the City of its intention to proceed to arbitration. Within seven (7) working days following the receipt of such notice, the parties shall, by joint letter, request the Wisconsin Employment Relations Commission to appoint an impartial arbitrator who will process the grievance under Wisconsin Employment Relations Commission as provided in Section 788, Wisconsin Statutes.

G. The arbitrator so appointed shall hold a hearing at a time and place mutually convenient to the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. The decision of the arbitrator shall be final and binding on both parties.

H. Except as modified by this Agreement, the expense and salary incident to the arbitration process shall be shared equally by the City and the Union, except that each of the parties shall be solely responsible for any expense incurred in the production of its witnesses, testimony, and exhibits.

I. The arbitrator shall not entertain any issues or arguments not raised during prior steps of the grievance procedure, not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement. The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar, as shall be necessary to a determination of the grievance.

J. The time limits set forth in this Article shall be mandatory unless modified or extended by the mutual written consent of the parties.

K. Appeals of Discipline: The articles shall be inapplicable as to all such matters relating to suspension and discharge of employees as provided under Section 62.13, Wisconsin Statutes.

Article 8 Definitions

A. Work Day: The workday shall be a twenty-four (24) hour period during which the employee works, beginning at 7:00 a.m. of one day until 7:00 a.m. of the following day. Such workday may be abrogated by the Fire Chief to provide for a workweek of five (5) ten-hour (10 hour) days, Monday through Friday for new employees, and such work may continue for a period of six (6) weeks for such employees. The workday and work schedule may be changed by the Fire Chief to provide for a work schedule that meets paramedic training requirements. Employees not attending the paramedic training will not have their work schedules changed to a forty (40) hour workweek. During paramedic training the employee's pay and benefits will remain as if the employee was working the normal work schedule. (Modified 7/6/99, 7/20/00)

B. Employee: For the purpose of this Agreement, employee shall be defined to include a probationer, firefighter, lieutenant or captain. A probationary employee will move to regular employee status at the successful completion of the probationary period. (Modified 7/20/00)

C. Definition of Seniority: Seniority for the purposes of this Agreement shall be defined as follows:

1. City Seniority Defined: City seniority shall be defined as the length of continuous service as a regular employee since the employee's hiring date, regardless of the department where initially hired.

2. Classification Seniority Defined: Classification seniority shall be defined as the length of continuous service in a job classification and shall continue during any length of continuous service in a higher classification.

3. Continuous Service Defined: Continuous service shall be defined as the

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employment not broken by any period of absence without leave for more than forty-eight (48) hours, not cumulative.

D. Hiring Date Seniority: All employees hired on the same day shall have city and classification seniority according to ranking on the entrance examination. If more than one employee is promoted to a particular rank on the same day, classification seniority shall be determined by ranking on the promotion list.

E. Usage of Seniority

1. Vacation: For the purpose of determining the amount of vacation for which an employee is eligible, City seniority shall be used.

F. Terminating Conditions: An employee's seniority shall be terminated:

1. If he or she quits, is discharged or retires.

2. If he or she is laid off and is notified (by registered mail) to return to work, he/she does not reply satisfactorily in writing or wire, within five (5) working days.

3. If he or she is not recalled from layoff for a period of time equal to the employee's years of service prior to the layoff or two years whichever is more.

G. Rehired/Recalled Employee Seniority: If an employee is rehired following a loss of seniority and employee status, then he/she shall be considered a new employee at the time of rehire. If an employee is recalled from a layoff in excess of two years, then the employee will retain his/her city seniority, but will be considered a rehired employee for probationary period purposes and for classification seniority.

H. Transferred Employee Seniority: Any employee in the bargaining unit transferred voluntarily to a different department within the City or to a position within the Fire Department which is excluded from the coverage of this Agreement may return to the previous position and the bargaining unit within one (1) year after date of transfer if an opening exists without loss of classification seniority. However, after one (1) year, the employee will no longer accumulate classification seniority so far as the Agreement is concerned.

I. Probationary Employees: All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete an eighteen (18)

month on the job probationary period before attaining regular employee status. All probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period. All seniority shall start from the date of employment. The probationary period is designed to give the City the opportunity to determine whether the employee is suitable and qualified for the work for which he/she was hired. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Fire Chief, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal shall be subject to a grievance or arbitration filing. The eighteen (18) month probationary period may be extended if the employee has one of the following occur: (Modified 06/24/02)

1. The employee attends a school of longer than three (3) consecutive work shifts. (Modified 06/24/02)

2. The employee is on sick leave (on duty or off duty) of more than five (5) consecutive work shifts. (Modified 06/24/02)

The extension of the probationary period will only be for the amount of time lost, i.e., if the employee was on Worker's Compensation or sick leave for nineteen (19) calendar days, then the probationary period may be extended for nineteen (19) calendar days. (Modified 06/24/02)

J. Computing Time: For ease in administering this Agreement, time shall be computed to the nearest one-tenth (1/10) hour.

K. Paramedic Assignments: Employees who are unsuccessful in completing the paramedic training shall be reassigned to their prior position with no loss of seniority. Any Paramedic requesting to withdraw from the paramedic program will submit a written request to the Fire Chief per the departmental policy. The employee will be able to withdraw from the program if enough paramedics are licensed and trained, however, if there are not enough trained and licensed personnel, the next available senior candidate will be sent to the next available paramedic training class. Upon successful completion, the newly trained paramedic will replace the person requesting the withdrawal,

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who will return to their previous position with the department, with no loss in seniority. (Modified July 6, 1999)

Firefighters hired after 07/06/1999 must attend paramedic training if assigned. Employees of this group who fail to obtain the paramedic license will be subject to paragraphs 1 and 2 as follows: (Modified 06/24/02)

1. To the extent permitted by law, if the employee fails to obtain the license through no fault of their own (the class is canceled, the department ends its participation in the program, the employee suffers from an injury or illness that prevents completion of the class), then the employee will be scheduled to retake the training in the next available class. If an employee suffers from an injury or illness that prevents the completion of the second class they will be deemed to have failed to complete the training through their own fault and paragraph 2 will apply. (Modified 06/24/02)

2. If the employee fails to obtain the license through their own fault, (withdrawal from or failure to successfully complete the class), they may be discharged at the discretion of the Fire Chief. At the discretion of the Fire Chief they may be returned to their previous assignment in their current rank if a position is available that does not require licensure as a paramedic. If such a position is not available, they may be returned to their previous assignment at the next available rank below their current rank that does not require licensure as a paramedic. If no position is available that does not require licensure as a paramedic, they may be discharged. The Chief's exercise of discretion will not be considered precedent setting. (Modified 06/24/02)

Officers promoted after 06/01/2002 must attend paramedic training if assigned. Employees of this group who fail to obtain the paramedic license will be subject to paragraphs 3 and 4 as follows: (Modified 06/24/02)

3. To the extent permitted by law, if the employee fails to obtain the license through no fault of their own (the class is canceled, the department ends its participation in the program, the employee suffers from an injury or illness that prevents completion of the class), then the employee will be scheduled to retake the training in the next available class. If an

employee suffers from an injury or illness that prevents the completion of the second class they will be deemed to have failed to complete the training through their own fault and paragraph 4 will apply. (Modified 06/24/02)

4. If the employee fails to obtain the license through their own fault, (withdrawal from or failure to successfully complete the class), they may be returned to their previous assignment in their current rank if a position is available that does not require licensure as a paramedic. If such a position is not available, they may be returned to their previous assignment at the next available rank below their current rank that does not require licensure as a paramedic. (Modified 06/24/02)

L. Paramedic Preceptor Program: Paramedics on duty shall mentor paramedic students during the times said students are assigned to the shift. (Modified 06/24/02)

M. Other Employment: No employee shall earn any city or classification seniority during the period of time that the employee is also employed as a full time employee, part time employee or volunteer of any other fire department. Employees who fail to report such other employment to the Fire Chief shall be subject to disciplinary action up to and including termination. (Modified 09/02/03)

Article 9 Promotions

A. Promotions shall be effected in accordance with Section 62.13, Wisconsin Statutes and the past practice of the Department. An employee assigned to the paramedic program shall not be denied the opportunity to compete for a promotion based upon their assignment. Based upon a process approved by the Police and Fire Commission the Fire Chief can appoint/promote from the eligibility list. Prior to or simultaneously with the promotion of any firefighter to the rank of lieutenant or captain, the Fire Chief will post on bulletin boards in all stations the names of the first three (3) employees in the order of their ranking in the promotional examination, together with the breakdown of the grades achieved. The Police and Fire Commission will notify all other employees who took the promotional examination of their ranking and the grade achieved. (Modified 6/18/98, 7/20/00)

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B. Promoted Employee Probationary Period: For the first (1) one year after promotion, an employee shall be on probation. The one (1) year probationary period may be extended if the employee has one of the following occur: (Modified 06/24/02)

1. The employee attends a school of longer than three (3) consecutive work shifts (unless the school is of a supervisory nature). (Modified 06/24/02)

2. The employee is on sick leave (on duty or off duty) of more than five (5) consecutive work shifts. (Modified 06/24/02)

The extension of the probationary period will only be for the amount of time lost, i.e., if the employee was on Worker's Compensation or sick leave for nineteen (19) calendar days, then the probationary period may be extended for nineteen (19) calendar days. During the probationary period, the probationary promoted employee may be demoted at the sole discretion of the Fire Chief, and neither the reason for nor the demotion action shall be subject to a grievance or arbitration filing. (Modified 06/24/02)

Article 10 Personnel Reduction

In the event the City decides to reduce the personnel of the Fire Department, the employee with the least seniority in each job classification shall be laid off first. A bargaining unit employee occupying a rank higher than firefighter may exercise seniority to bump into the rank of firefighter in the event said employee would otherwise be laid off. No new employees shall be hired until all laid-off employees in that classification have been given an opportunity to return to work.

Article 11 Trades

A. Trading tours of duty shall be permitted with the consent and approval of a shift officer. Such consent and approval shall not be unreasonably withheld. There shall be no limit on the number of times or the amount of hours that an employee may trade tours of duty except as hereinafter enumerated.

1. An employee must give written notice at least twelve (12) hours preceding the trade date to the officer in charge of the employees in the trade time.

2. Trade time must be repaid within the current calendar year.

3. It shall be the responsibility of the employee who is scheduled to work, as indicated on the trade form, to be on duty that day. The result of trades shall not result in overtime.

B. All trades are to be within rank or by assignment, officers to trade with officers, paramedics with paramedics, and firefighters with firefighters. When two (2) or more officers are scheduled to be on duty - one (1) officer will be allowed to schedule a trade with a firefighter. (Modified July 6, 1999) (Modified 06/24/02)

C. The City will be held harmless by the Union for any back pay for un-reimbursed trades. When more than two (2) paramedics are scheduled to be on duty, additional paramedics may trade with a firefighter or officer. This type of trade, (without regard to the amount of time traded) must have written notice at or before 18:00 hours the day before the trade. The written trade form must be on file at department headquarters. (Modified 06/24/02)

D. Paramedic shift fill ins will be tracked by the department. If a paramedic shift fill in is required when a paramedic has traded with a non-paramedic it will be counted as a minus. When a shift fill-in is avoided by a trade between a paramedic and a non-paramedic it will counted as a plus. At the end of the year the net result of plus and minus trades will be used to determine the applicability of paragraph E. The calculation of plus and minus will be done in tenths of an hour. (Modified 06/24/02)

E. If the net result for a calendar year is greater than minus 72 hours, the following clauses will go into effect. (Modified 06/24/02)

1. The paramedics shall be restricted to 3 non-paramedic trades per paramedic the following year. (Modified 06/24/02)

2. The restriction shall last one year then return to no restrictions. (Modified 06/24/02)

3. Paragraph D and E will remain effective when the restrictions are lifted. (Modified 06/24/02)

F. If there is a significant change in the paramedic program (PFR, Second unit, or Staffing requirements) the parties agree to revisit Art 11 (B). (Modified 06/24/02)

Article 12 Drills and Training Sessions

A. All employees shall be required to attend and participate in special drills and training sessions, unless excused by the Fire Chief or

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his/her designated representative. Excuses shall be given on the basis of reasonableness. Notice of such special drills and training sessions will be posted on the bulletin boards of the firehouse as far in advance as possible.

B. The Chief can assign any employee in the bargaining unit to one week of 40 hr. schooling per year subject to the following restrictions: (Modified 06/24/02)

1. The employee shall be notified as soon as possible but not less than 30 days prior to the class. The schooling may be done on less than 30 days notice, if mutually agreed. (Modified 06/24/02)

2. Scheduled vacations, holidays, and trades will be honored. (Modified 06/24/02)

3. The employee's pay will be the same as if they were on the 56 hr. schedule. (Modified 06/24/02)

4. If the employee works the Sunday, Wednesday, Saturday schedule, they will be released from duty at 1900 on Sunday and will return to shift at 1900 on Saturday. If the class is out of state and over 200 miles from the City, the employee will be granted the Sunday and Saturday as travel days. If the class is of two weeks duration and out of state and over 200 miles from the City one of the two days will be deemed a travel day. (Modified 06/24/02)

Article 13 Fire Department Apparatus

Full-time firefighters will drive emergency vehicles and take position of Motor Pump Operator (MPO). In instances when full-time personnel are not immediately present, then auxiliary personnel will perform this function.

Article 14 Work Week and Overtime

A. For the term of this Agreement, the annual work year shall consist of two thousand nine hundred twelve (2,912) hours consisting of an average fifty-six (56) hour workweek. No employee shall be guaranteed any specific number of hours in any one-week. The regular work week shall consist of one (1) day on duty followed by two (2) days off duty, i.e., (one day on duty and two days off, one day on duty and two days off - then repeat cycle). These workweeks shall continue through the year except for vacations or holidays. For purposes of application of the provisions of the Fair Labor Standards Act, the work period shall consist of twenty-seven (27) days.

B. Any off-duty employees who are called in for duty shall receive a minimum of two (2) hours of compensation at time and one-half (1½). It will be the Fire Chief's or his/her designated representative's decision whether personnel called in shall be retained at the fire station for two-hour period regardless of whether cause for call-in was satisfied in a shorter period of time.

C Any employee who is required to remain on duty after his/her regular workday shall be paid at the rate of time and one-half (1½) for all such work performed after the regular workday. Any employee who is assigned to work prior to the start of his/her shift shall be paid at the rate of time and one-half (1½) for the time worked prior to the start of his/her regular shift.

D. Callbacks or scheduling of off-duty personnel to maintain minimum staffing will be done on a rotation method, starting with the highest seniority employee and on down the list. Only paramedics will be called for shift fill in for staffing shortages in the paramedic program. Compensation shall be at the rate of time and one-half (1½), and a separate list shall be maintained for recording hours. Forty (40) hours per week employees will not be called in for stand-by or callback duty. (Modified July 6, 1999)

E. Overtime shall be distributed as evenly as possible among all employees. There shall be no requirement to equalize standby or general alarm overtime for non-resident employees. Pagers may not be assigned to non-resident employees. The Fire Department shall post overtime as in the past.

F. Comp Time: Effective January 1, 2017, Employees working hours in addition to their regularly scheduled hours shall have the option of receiving compensatory time at a time and one-half (time and ½) rate, with a minimum of two (2) hours. The compensatory time can be used in hourly increments up to twelve (12) hours. However, an employee may also be paid for any additional accrued hours upon request. Twenty-four (24) increments will have bumping rights. The maximum earned and used is ninety-six (96) compensatory time hours in a calendar year. Any employee can cash out any amount of their compensatory time on any payroll during the year. The compensatory time will be

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administered like a holiday and must be used by the end of the calendar year or paid out.

G. Initial Training Periods: Initial training for Paramedics, Driver/Operator, and Fire Inspector I or II when assigned, will be done on duty or on overtime at the discretion of the Fire Chief. Fire fighters who voluntarily take Fire Inspector I or II to prepare to apply for the 40 hour Inspector position will not be compensated for attendance, but may be allowed to attend on duty at the discretion of the Fire Chief. (Modified 06/24/02)

Article 15 Salary Schedule

The base salaries for unit employees are listed and effective on the dates shown in detail in the appendices attached hereto.

1. On January 1, 2018 wages shall increase 1.5% as shown in Appendix A.
2. On January 1, 2019 wages shall increase 1.0% as shown in Appendix B.
3. On July 1, 2019 wages shall increase 1.0% as shown in Appendix C.
4. On January 1, 2020 wages shall increase 2.25% as shown in Appendix D.

Article 16 Fire Inspector

A. Assignment as Fire Inspector: In the absence of employees who volunteer for the assignment, employees hired after July 1, 2000, can be assigned to the inspector position for one-year periods every five (5) years not to exceed two different assignments during the term of employment. If more than one employee signs up for the position, the department officers will recommend to the Chief the most suitable appointee. The following shall be the wages, hours and conditions of employment of the 40-hour week fire inspector. (Modified 7/20/00)

B. Work Week Defined: The workweek shall be defined as working forty (40) hours during the period of Monday through Friday. If mutually agreed upon by the Fire Chief and the Inspector the workweek can be changed. (Modified 7/20/00)

B. Work Day Defined: A workday for a five (5) day a week employee will be 8:00 a.m. to 4:00 p.m. A workday for a four (4) day a week employee will be from 7:00 a.m. to 5:00 p.m. If mutually agreed upon by the Fire Chief and the Inspector the workday can be changed. (Modified 7/20/00)

C. Salary: When the employee is appointed to the position, he/she will be paid the same annual salary converted to that of 40-hour employee. (Modified 7/20/00)

D. Call Back Pay: The inspector will be eligible for shift fill ins, standby calls and general alarms. The inspector will not be used to count for staffing purposes during the inspector's workday. Pay shall be based on a 56-hour hourly rate at time-and-one-half (1½) with a minimum two-hour call-in pay. (Modified 7/20/00)

E. "Comp" Time: The inspector shall not receive compensatory time off. (Modified 7/20/00)

F. Vacation: Vacation accumulation shall be based upon a 56-hour workweek and usage shall be based upon a 40-hour workweek as shown on the schedule in Appendix 1. The inspector shall coordinate his/her vacation picks with the Assistant Fire Chief – Inspections. (Modified 7/20/00)

G. Holidays: The inspector will receive the following holidays with pay. (Modified 7/20/00)

New Years Day (January 1st)
The Friday before Easter
Memorial Day (May 30th)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (December 24th)
Christmas Day (December 25th)
New Year's Eve (December

1. All holidays shall be guaranteed. If a holiday falls on a Saturday, the preceding workday shall be observed as a holiday. If a holiday falls on a Sunday, the next scheduled workday shall be observed as the holiday. If a holiday occurs during a period of sick leave, the inspector shall receive holiday pay for such day and such day shall not be charged to sick leave. When a holiday falls on or is observed on a day, which the inspector does work, the inspector shall receive time and one half for all hours worked on that day plus the holiday pay. If a holiday falls on a day, which the inspector is on vacation, he/she shall be paid for the holiday and not charged a vacation day. (Modified 7/20/00)

2. Employees who are working a ten (10) hour workday shall have all holiday time

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converted to hours. A holiday for a person assigned to ten (10) hour workdays shall equal ten (10) hours of pay. For weeks when there is one (1) holiday, the employees shall work three (3) ten (10) hour work days and get paid for forty (40) hours of pay. For weeks when there are two (2) holidays, the employees shall work two (2) ten (10) hour days and get paid for forty (40) hours of pay. Employees who are designated to work ten (10) hour workdays shall compensate the City for the additional hours granted through holidays through additional work at a straight time rate two (2) hours for every holiday taken for a total of twenty (20) hours per year. This additional work shall be made up during the current calendar year. Hours worked as holiday pay back shall not count towards overtime in the week when worked. When a holiday falls on a normal off day for a ten (10) hour day employee, the holiday shall be taken on an adjacent normally scheduled workday. (Modified 7/20/00)

H. Sick Leave: Sick time accumulation shall be based upon a 56-hour workweek and usage shall be based upon a 40-hour workweek as shown on the schedule in Appendix 1. (Modified 7/20/00)

I. Funeral Leave: Funeral leave for three (3) days shall be granted for a member of the immediate family: spouse, children, mother, father, brother, or sister. Funeral leave of two (2) days shall be granted for mother-in-law and father-in-law. Funeral leave for one (1) day shall be granted for brother-in-law, sister-in-law, grandparents or grandchildren. For the purpose of this subsection a day shall mean either an eight (8) hour or ten (10) hour period depending upon the employee's workday. (Modified 7/20/00)

J. The fire inspector is not eligible for trades upon appointment to the position and any owed trades shall be worked as quickly as possible at no cost to the City. (Modified 7/20/00)

K. Conversion of Benefits: The table in appendix 1 shall be used to convert benefits and hours back and forth between a 56-hour workweek employee and a 40-hour workweek employee. During the period of time when a 56-hour employee works as a 40-hour employee, as well as when the employee moves from 40-

hours per week to 56-hours per week, they shall not be allowed to accrue benefits or hours in any manner, which would result in double dipping or allow a windfall or shortfall. That is, they shall not receive sick leave, vacations, holidays, or longevity pay in any greater or lesser amount than if they had not changed work week schedules. (Modified 7/20/00)

Article 17 Vacations

A. Employees shall be allowed vacations with pay as herein provided:

1 year of service - 1 week (3-24 hour workdays)

2 years of service - 2 weeks (6-24 hour workdays)

9 years of service - 3 weeks (9-24 hour workdays)

14 years of service - 4 weeks (12-24 hour workdays)

19 years of service - 5 weeks (15-24 hour workdays)

B. Three consecutive workdays constitutes one week of vacation. A week of vacation may start at any time of the week. All vacations shall be scheduled according to the department SOG relating to vacations and holidays. (Modified 06/24/02)

C. Vacation picks shall be in accordance with departmental seniority. If there is a conflict regarding a specific time for vacation, the most senior employee shall have preference without regard to rank or inclusion in the bargaining unit except that vacation picks will not be allowed that reduce the number of paramedics on duty below two (2). (Modified July 6, 1999)

D. A vacation pick may be up to but not exceeding three (3) consecutive weeks.

E. Employee will not be forced to take scheduled vacation if on sick or injury leave and is in hospital or under doctor's care.

F. Scheduled vacations can only be moved with permission of the shift officer.

G. Vacation Payout on Termination: The calculation of vacation due for terminations, death or retirements will be based on completed months of service.

H. Employees affected by attending paramedic school that are unable to use their vacation and holidays during the school, shall be allowed to carry it forward. Such employees must use their unused vacation and holiday time

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by the end of the second full year following their completion of the paramedic school. (Modified 7/6/99, 7/20/00) (Modified 06/24/02)

Article 18 Holidays

A. There shall be ten (10) paid holidays in the Fire Department basing such holidays on a twenty-four (24) hour day. The holidays are as follows:

New Year's Day (January 1)

Friday before Easter (Modified August 12, 1997)

Easter Sunday

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day

Christmas Eve

Christmas Day (December 25)

New Year's Eve

B. Current employees may voluntarily be paid out for up to ten (10) holidays but must be paid out three (3) of the ten (10) holidays in a calendar year based on a twenty-four (24) hour period per holiday. Such payment will be made in two payments as follows: one check for the three (3) holidays required to be bought back will be paid within forty-five (45) calendar days of the New Year; any additional days voluntarily requested to be bought back will be paid in one check payable on or before December 1 of each year. The remaining holidays are to be used on a random basis, but shall be scheduled so as not to interfere with staffing requirements or scheduled vacations. Holidays may be selected by the employees on a first come, first served basis. Holidays may be used to supplement firefighting activities such as first aid schools, seminars, and various firefighting functions in accordance with past practice. [NOTE: For 2016, the City will pay out the three (3) holidays to be bought back within forty-five (45) days of ratification of the contract by the City.] [NOTE: Buy back to begin for 2017 vacation process.]

C. Two holidays may be split into twelve-hour segments, i.e., an employee shall be entitled to take the period from 7:00 a.m. to 7:00 p.m. as a half holiday and the period from 7:00 p.m. to 7:00 a.m. as the second half holiday, or vice versa.

D. If an employee works on any of the holidays enumerated above, such employee will

be compensated at the rate of time-and-one-half (1½).

E. On up to four (4) holidays, the duty personnel will be permitted a two-hour in-service period to have dinner at home. All personnel will designate which holidays they will choose, in writing to the Fire Chief. Such choice will be for the duration of the employees' employment in the department and shall not be changed or substituted during such term of employment. It is understood that the on-duty personnel will work out their individual schedules. The City shall not be required to call in employees as a result of the exercise of this provision. When scheduling holiday mealtimes, two paramedics must remain on duty in quarters. If only two (2) paramedics are on duty, they may not make use of the holiday meal period. (Modified July 6, 1999)

F. Scheduled holidays can only be moved with the permission of the shift officer.

G. Employee will not be forced to take scheduled holidays if on sick or injury leave and is in hospital or under doctor's care. (Modified 09/02/03)

Article 19 Vacation and Holiday Off Time

A. Vacations and holiday off time shall be on a citywide basis, with three (3) shift members allowed off per day, except in situations necessitated by replacement of personnel. Vacation periods and holiday off time that has been "signed up" will be honored by the management of the Fire Department. This period for replacement of personnel shall not exceed thirty (30) calendar days, during which period the taking of time off for either will be based on staffing at the three stations and the necessary transferring of personnel. The thirty (30) calendar days will begin on the first day of notification of occurrence. (Modified 06/24/02)

B. One officer shall be on duty at all times. As consideration for such duty, officers shall have an opportunity to split up a week of vacation. Split vacation for officers shall be administered as holidays. Any scheduled vacation would have precedence over the holiday. (Modified 06/24/02)

C. Two (2) paramedics shall be on duty at all times. As consideration for such duty, paramedics shall have an opportunity to split up to a week of vacation. Split vacation for

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paramedics shall be administered as holidays. Any scheduled vacation would have precedence over the holiday. (Modified July 6, 1999)

Article 20 Restriction of Holidays - Vacations

In the event an employee is absent three (3) or more of his/her consecutive duty days, such absence will be deemed "long-term" for the purposes of this Section. The Fire Chief shall not restrict vacation and holidays when an employee is absent "long-term." However, if an absence of an employee is not long-term, the Fire Chief shall retain the right to restrict the taking of unscheduled holidays and vacation based on the staffing needs of the Department.

If an employee and the Fire Chief or his/her designee knows from the first day that the absence will be long-term, no restriction shall be permitted. Such long-term absence must be substantiated by a doctor's excuse. However, if the employee does not know until after the third day that the absence will be long-term, the Fire Chief shall retain the right to restrict the first three days. In the event an employee wishes to take an unscheduled holiday or vacation during the three (3) day period when restriction is permitted, the determination if an employee on sick leave will be returning to duty the next shift, will be based on the "white peg" system which indicates employee's availability for duty.

Article 21 Sick Leave

A. Employees shall be eligible for sick leave upon the completion of one (1) month's employment with the City, but any accumulation shall be retroactive to the first day of employment. Should the employee leave the employ of the City during the first six (6) months of his/her probationary period, the employee shall reimburse the City for sick leave used during the first six (6) months of employment.

B. Employees shall accumulate one-half (½) day of sick leave per month and may thereafter accumulate such sick leave to a maximum of one hundred thirty (130) days. Each day of sick leave shall consist of one (1) 24-hour workday. Any employee taking sick leave which, due to illness or injury is of a duration of three (3) or more consecutive workdays shall produce a doctor's certificate indicating his/her ability to return to work and perform the duties of his/her job.

C. Employees shall be permitted to use sick leave on an hourly basis for reasons, which are of a reasonably compelling nature and for which the Fire Chief or his/her designee may approve. Illness in the family, medical appointments, emergencies at home, and similar contingencies shall be deemed as compelling reasons. If an employee calls in sick before his/her duty day starts, he/she may report to work later that day if he/she is no longer sick and will have deducted the number of hours of work missed. If a stand-in has reported to fill the sick employee's position, such stand-in will be relieved at the time the absent employee reports. (Modified 01/01/06)

Article 22 Restriction on Accrual of Benefits

Employees shall not accrue sick leave, vacations, holidays or longevity pay for the period of time off work due to duty-incurred injury or illness, in the event that they do not return to active duty with the City. If an employee is off work due to duty-incurred injury or illness does return to active duty, such employee, upon return, shall be entitled to the sick leave, vacation, holiday and longevity pay that they would otherwise have been entitled to, no more and no less. During such employees' absence, they shall not be allowed to accrue benefits in any manner, which would result in double dipping or allow a windfall. That is, they shall not receive sick leave, vacations, holidays, or longevity pay in any greater amount than if they had not left.

Article 23 Benefit Proration

A. The benefits outlined in this contract shall be prorated at the time of hiring and upon separation from employment, unless otherwise noted. Completed months of service shall be used to calculate prorated benefits. (Modified 7/20/00)

B. Shoe Allowance and Monitor Pay: As specified in 32(B)(1) and 33(D). (Modified 7/20/00)

1. A newly hired employee shall receive a prorated shoe allowance and monitor pay on the date specified in this contract based upon completed months of service prior to that date. (Modified 7/20/00)

2. Unless the employee is employed on the date specified for the shoe allowance and monitor pay payments the City has no obligation

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to make either payment. An employee is not obligated to repay any shoe allowance or monitor pay received prior to separation. (Modified 7/20/00)

C. Holidays: Are listed in Article 17. (Modified 7/20/00)

1. A newly hired employee shall be eligible for those holidays that occur after the date of hire. (Modified 7/20/00)

2. An employee transferring to the Fire Department who has already been paid some holiday pay shall count those days against the total available and the employee shall not be eligible for more than this contract provides for. (Modified 7/20/00)

3. An employee who separates from the City shall reimburse the City for the number of holidays taken in excess of the number that occurred prior to the date of separation. An employee who separates shall be paid for all unused earned holidays earned prior to the date of separation. (Modified 7/20/00)

D. Vacation: An employee who separates shall be paid for all unused vacation leave and all earned vacation leave. (Modified 7/20/00)

E. Sick Leave Payout: An employee who has attained 5 or more years of continuous service with the Department, who retires under the Wisconsin Retirement System as a 56-hour employee, shall be entitled to a sick leave payout upon separation from employment, to be calculated as follows: Such payout shall consist of a lump sum payment based on one-half ($\frac{1}{2}$) of unused, accumulated sick leave, not however, to exceed forty-five (45) days. For employees who are hired after May 4, 2010, who have attained ten (10) or more years of continuous service with the Department and who retire under the Wisconsin Retirement System (WRS) and are immediately paid retirement benefits under one of the plans administered by the State of Wisconsin, such payment shall consist of a lump sum payment based on one-half ($\frac{1}{2}$) of unused, accumulated sick leave, not however to exceed sixty (60) days. However, if such employee resigns or quits his/her employment with the City, such payout shall consist of one quarter ($\frac{1}{4}$) of unused accumulated sick leave, not however, to exceed twenty-two and one-half ($22\frac{1}{2}$) days. (Modified 3/25/2010; 6/15/2012)

F. Sick Leave Payout and other retirement payouts shall be based upon the values converted to the fifty-six (56) hour schedule. (Modified 7/20/00)

G: EMT Certification Payment: As specified in Article 38. (Modified 7/20/00)

Article 24 Special Leave

A. Personal Leave: The Fire Chief may, in appropriate circumstances, grant a leave of absence without pay. If such leave is for a period of more than seven (7) calendar days, prior approval must be secured from the Personnel Committee. (Modified August 12, 1997)

B. Leave for Court Time: An employee required to appear in court or at a hearing as an expert witness on official department business only during his/her regularly scheduled workday shall be granted paid leave for the time required for such appearance and shall report for duty immediately thereafter. An employee required to appear in court or a hearing on official department business only during off-duty hours shall be compensated at time-and-one-half pay. Any outside compensation received by the employee for appearing in court on City business shall be paid over to the City. (Modified August 12, 1997)

C. Union Bargaining Time: In the event that negotiations are conducted at a time when employees who are members of the Union Bargaining Committee are on duty, such employees will be paid for such time as they are involved in negotiations, provided the Department is at or above minimum staffing levels. If the Department is below minimum staffing levels at such time, the employee will be required to arrange for a stand-in or shift trade

D. Union Educational Programs: The Union is allowed a total of six (6) days, three (3) of which are guaranteed days and three (3) of which will be treated as holidays, per year for Union educational programs. (Modified 7/20/00)

Article 25 Leave for Public Elections

Any employee lawfully entitled to vote in any public election shall be afforded a sufficient amount of time off from duty without loss of pay to cast his/her ballot at the required location. Such time for voting shall be scheduled by the Fire Chief.

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Article 26 Jury Duty

Any employee reporting for jury duty or jury service shall be granted time off with pay upon presentation of satisfactory evidence relating to this duty of service. An employee is expected to report for work if he/she is released from jury duty and a portion of the working day remains. Compensation from such duty (exclusive of travel pay or pay for jury duty on off days) shall be signed over to the City immediately upon receipt.

Article 27 Funeral Leave

A. In the event of death in the family, an employee shall be granted time off with pay to attend funerals. Two (2) days shall be granted for immediate family defined as the employee's spouse, children, stepchildren, stepparents and parents. One day shall be granted for other family members defined as brothers, sisters, grandchildren, grandparents, and the spouse's parents. Leave time for a funeral shall be twenty-four (24) hour days unless the death occurs on the day that employee is on duty, in which case any hours remaining shall be included. Such leave shall start within six (6) calendar days of the death. (Modified 7/20/00)

B. In the case of the death of other relatives and friends, the employee may attend the wake or funeral, but not to exceed a two (2)-hour-absent-from-work period. Attendance at the funeral or wake of other relatives or friends shall require the approval of the officer in charge, whose decision will be based on minimum staffing remaining on duty without call-in. In the event an employee is requested to be a pallbearer, the employee may attend the funeral and report for duty immediately thereafter, and in no case shall this period exceed 24 hours.

Article 28 Military Leave

A. An employee who is a member of the Reserve Component of the Military Establishment and who is required to perform annual active duty for training will be granted a leave of absence from his/her regular duties. The City will pay the difference between the employee's regular pay and his/her basic military pay for the period of the leave. Upon approval of the Fire Chief, the employee may elect to use earned vacation in the performance of his/her active duty for training. An employee who is a member of the Reserve Component of

the Military Establishment and who is required to perform weekly or weekend drills, will be granted time off, and upon approval of the Fire Chief or his/her designated representative, may elect one of the following options:

1. Make up time off.
2. Trade regular duty hours with another employee.
3. Use any earned compensatory time.
4. Lose the pay for time absent from normal duty.

B. Employees who are drafted, recalled or ordered to active military service shall be granted a leave of absence without pay in accordance with the provisions of federal law, State law, and the provisions of this Agreement. An employee granted such leave shall, upon his/her return, be credited for his/her previous service with the City and his/her military service toward his/her seniority provided such employee returns to work within ninety (90) days of his/her release from active duty.

Article 29 Medical Insurance

Nothing in this article or this Agreement shall prohibit the City from exercising the City's rights, or in any way limit the City's rights under the language of Acts 10 and 32 (2011-2013 Budget Bill) which prohibits the City from bargaining over the design and selection of health care plans and the impact of the design and selection of health care plans. Any language in this Article or Agreement in conflict with such right or prohibition shall be governed by the provisions of Acts 10 and 32 and not this Agreement.

This provision shall not be enforceable as it relates to the specific issue(s) decided in the Eau Claire County WERC decision to the extent that the Wisconsin Court of Appeals or the Supreme Court find that the specific issue(s) decided in the Eau Claire County WERC case are not consistent with the rights afforded in Acts 10 and 32. Further, the parties agree to comply with such final and binding authority as may issue from the courts which have jurisdiction over the City of Oak Creek that relates to the enforceability of Article 29. (Modified 6/15/2012)

A. Eligibility: Upon initial employment, employees shall be eligible for and be covered by hospital and surgical insurance, including

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major medical coverage; group dental insurance; drug card coverage commencing on the first day of the month following a thirty (30) day waiting period.

B. Self Funded Coverage: Employees electing the self-funded coverage shall, effective January 1, 2012, contribute fifteen percent (15%) of the monthly premium (for self-funded plan, defined as suggested COBRA rates minus the .02 multiplier) for a single and family plan, respectively. Employees and dependents shall pay ten dollars (\$10) per visit to a medical provider. For each year of this contract, employees and their spouses who participate in a health risk assessment (HRA) program or an annual physical exam and completion of the Health Risk Assessment Certification shall contribute as follows:

January 1, 2012

10%

of the monthly premium for a single and family plan, respectively. In the event the City does not offer a Health Risk Assessment Program or an annual physical exam and Health Risk Assessment Certification, employees shall be presumed to have participated in same for the purposes of this section. (Modified 3/25/2010; 6/15/2012)

C. Group Dental Coverage: Employees electing the dental coverage shall have the full cost of the monthly premium paid by the City.

D. Section 125 Plan: The City shall maintain a Section 125 Plan to assist employees in paying for their benefits as covered by this Article with pre-tax dollars.

E. Retiree Health Insurance: Any employee hired before January 1, 2016 who has attained ten (10) or more years of full-time continuous service with the City; who retires from employment with the City; and is immediately paid retirement benefits under one of the plans administered by the State of Wisconsin shall be eligible for coverage under the City's health insurance program which is offered to active regular employees and to pay the premiums as outlined in this agreement. Any employee hired after January 1, 2016 is ineligible for retiree health insurance benefits under this paragraph. Eligible retired employees with qualified dependents will be provided family plan coverage. This benefit shall accrue to the surviving spouse of the retiree at the time of

retirement only, if the retiree was receiving health insurance benefits prior to his/her death. If the surviving spouse remarries then the spouse shall only be eligible for single plan coverage. Further, if the retiree remarries, divorces or their marital status changes in any way after retirement, only the retiree and their eligible dependents (who were dependents at the time of retirement) shall be eligible for the applicable single plan or family plan coverage (any future spouse or new dependents are not covered). (Modified 5/11/16)

1. Exclusions: If the retiree engages in full time employment then the City's obligation to pay for and provide retiree health insurance shall cease for the duration of the full time employment. At such time as the retiree is no longer fully employed the retiree can participate again in the health insurance programs under the then current premium co-payment, benefit levels, terms and conditions for employees retiring on that reenrollment date. (Modified 7/20/00)

2. Medicare: Once an eligible retiree or their spouse is age-eligible for Medicare, the City will not pay for their Medicare reimbursement or Medicare supplement premiums and eligibility for any City paid retiree insurance will cease. If a retiree's spouse is younger than the retiree and the retiree becomes age-eligible for Medicare, that spouse may remain on the plan. The retiree's spouse and dependents may remain on the City's health insurance plan, with the City continuing to pay the premiums until the spouse is age-eligible for Medicare or until the child's dependent status ceases. Thereafter, COBRA coverage will remain available at the retiree's sole expense. (Modified 5/11/16)

3. Future Benefit Level Changes: The retirees will be entitled to the benefit coverage as specified under this or subsequent collective bargaining agreements, as modified from time to time. Any modification of benefit levels by the City shall be effective immediately for all retirees, regardless of retirement date, without regard to prior benefit coverage. (Modified 7/20/00)

4. Cost for Retirees: Employees who retire prior to June 15, 2012, shall be eligible for the retiree level of health insurance benefits listed in

Oak Creek Fire Labor Contract 2018 – 2020

the prior agreement. For retirees who retire after June 15, 2012, for each year of this contract, retirees and their spouses shall contribute fifteen percent (15%) of the cost of the monthly premium. Retirees and their spouses who participate in a health risk assessment (HRA) program or an annual physical exam and completion of the Health Risk Assessment Certification shall contribute 10% of the monthly premium. Retirees' requirement to comply with the HRA program will end at Medicare eligibility. (Modified 3/25/2010; 6/15/2012)

5. Compliance with Procedures: Retirees shall comply with the administrative procedures and such other conditions established by the various insurance companies and providers that apply to active employees. (Modified 7/20/00)

6. Applicability: The provisions of this section shall become effective on January 1, 2001. Employees that have already retired prior to January 1, 2001 shall pay whatever premium co-payment was required when the employee retired. (Modified 7/20/00)

F. For employees hired after January 1, 2016: Employees hired after January 1, 2016 shall only be eligible for retiree health insurance benefits under this subsection, and shall not be eligible for post-employment health insurance benefits, except for legally mandated continuation coverage (i.e., COBRA) under any other section of this agreement.

An employee who is hired after January 1, 2016 and who successfully completes their probation shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee's eligibility to remain on the City's health plan ceases as of the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e., COBRA) expires):

The city shall pay into § 457 plan for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums, paid in accordance with the payroll dates after the employee's anniversary date:

In year 2, the City shall pay \$50.00 in accordance with regular payroll dates.

In year 3, the City shall pay \$75.00 in accordance with regular payroll dates.

In year 4 and each successive year thereafter, until retirement, the City shall pay \$100.00 in accordance with regular payroll dates.

G. Non-selection of Benefits: The City is seeking to reduce health insurance costs by providing inducements to employees to select from various options as specified below:

1. Prior to each January 1st if an employee elects in writing not to participate in any portion of the health insurance program identified above, then that employee will receive \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. The employee making the election shall have been covered by the option(s) for at least one year prior to dropping the coverage(s).

2. A newly hired employee prior to the effective date for coverage to occur may elect in writing not to participate in any portion of the health insurance program identified above. The new employee will receive \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. (Modified 7/20/00, 09/02/03)

3. Prior to each January 1st, or upon hiring, if an employee elects in writing not to participate in any other portion of the health insurance program, such as the dental insurance, then the City will pay into a deferred compensation account on behalf of the employee an amount equivalent to thirty-five (35.00%) percent of the cost for the benefit(s) the employee had been utilizing. (Modified 09/02/03)

4. All payments made to the employee's deferred compensation account under this section shall be made on a payroll check in July of that year. Notwithstanding the election if the employee has a qualifying event then the employee may re-elect the appropriate coverage. If an employee is hired after January 1, the amount for the first year of employment will be prorated and added to the payment for the year following the first year of employment, provided that the employee is still employed when the payment is made.

Article 30 Life Insurance

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Beginning the first of the month following thirty-one (31) calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City shall pay seventy-five percent (75%) of the premium required to obtain the above amounts of insurance.

Article 31 Long Term Disability Insurance

The City will provide long-term disability insurance coverage for regular full-time employees. The benefits will be equal to seventy-five (75.0%) percent of the employee's base pay to a limit of One Thousand Six Hundred Eighty-seven Dollars and Fifty cents (\$1,687.50) per month. Benefits will be payable after forty-five (45) calendar days of disability, to age sixty-five (65). The City shall pay the full cost. Employees may purchase at their own expense additional coverage under this section. Employees shall not accrue sick leave while they are on long-term disability.

Article 32 Additional Compensation

A. Longevity Pay: Employees will be entitled to and the City will pay longevity in accordance with the following formula:

1. After five (5) years - Five Dollars (\$5.00) per month.
2. After ten (10) years - Ten Dollars (\$10.00) per month.
3. After fifteen (15) years - Fifteen Dollars (\$15.00) per month.
4. After twenty (20) years - Twenty Dollars (\$20.00) per month.

B. In addition to other compensation, the City will pay to employees the following amounts for the purposes indicated:

1. Monitor: Twenty-Five Dollars (\$25.00) per year for the expense of operating a Fire Monitor for the purpose of notifying off-duty employees. The City will post on an annual basis a sheet for each employee to initial that at least Twenty-five (\$25.00) dollars has been expended for the purposes of operating a fire monitor. The City shall use the employee's initials to have the expenses deemed substantiated. If an employee does not initial the posted sheet then taxes shall be withheld.

2. A firefighter who is temporarily assigned to and who accepts the position as acting officer when his/her officer is not available for recall shall receive the pay of a lieutenant. No compensation will be provided for any assignment of less than two (2) hours, nor for any assignment, which is the result of a trade. (Modified 7/20/00)

3. A firefighter who is assigned the position of station officer shall receive a seven and one half (7.50%) percent increase in pay for all hours worked as station officer on any day he/she works as a station officer. The station officer shall schedule his/her vacation opposite of the station captain. No compensation will be provided for any assignment, which is the result of a trade. The City agrees to reopen this subsection of the Contract if the duties of the station officer change substantially during 2001 or 2002. (Modified 7/20/00)

4. Any off-duty employee assigned to parade duty outside the City, or a public speaking engagement for which the employee receives no other compensation, shall be paid at the rate of time and one-half (1½). No compensation will be provided for voluntary parade duty performed within the City.

5. Any off-duty employee performing an authorized special drill or training session shall be paid at the rate of time and one-half (1½), with a minimum of two (2) hours.

6. If personal or other private vehicles are authorized to be used for official departmental use, reimbursement will be paid on the basis of the current rate allowed under IRS regulations. Personnel will not be authorized to use private vehicles unless the employee has filed evidence of proper insurance coverage.

7. Normal route inspections: A firefighter who is assigned by the Fire Chief or his/her designee to perform normal route inspections shall receive pay in the amount of \$8.25 per day. This additional pay shall be paid only for the performance of normal route inspections.

8. Employees receiving state certified paramedic training on their off time shall receive compensatory time at a time and one-half (1½) rate. This compensatory time will be administered like a holiday and must be used by the end of the subsequent year or lost. Employees receiving state certified paramedic

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training on duty shall not receive compensatory time. (Modified July 6, 1999)

9. Acting Battalion Chief: The City will compensate the Fire Lieutenant at an annually established rate consistent with the middle of the Battalion Chief range, but not less than an additional five percent (5%) above Fire Lieutenant and Fire Lieutenant Paramedic base compensation for all hours worked in this capacity. [NOTE: Add assignment language when negotiated between the parties.]

Article 33 Uniform Allowance

A. The City will provide uniforms to each new employee of the Department, including protective fire fighting gear; namely, shield, helmet, liner, boots, fire coat, gloves, etc. The non-fire fighting uniform shall consist of three shirts, three pants, a summer and winter hat, a tie, a jacket, a nametag, a cap badge, a jacket badge, and a wallet badge. Uniforms issued to auxiliary firefighters shall count toward the uniform defined as in this section. Such uniforms and protective gear shall remain the property of the City. Any additional set shall be the responsibility of the employee.

B. Uniforms: The City will provide a uniform service of fire retardant garments. (Modified March 10, 1998)

C. The City shall be responsible for repairing or replacing firefighting gear, ambulance (Blauer) jackets and the non-fire fighting uniform at the Fire Chief's approval and return of the same.

D. Uniform Shoe Allowance: Each year each firefighter shall receive a uniform shoe allowance. The amount shall be one hundred and five (\$105) dollars. The allowance shall be paid in the appropriate manner by the end of January of each year. (Modified 3/1098, 7/20/00, 09/02/03))

Article 34 Education Incentive Program

A. Any employee who enrolls in a training course or educational program which is job related shall be reimbursed for one hundred (100%) percent of the tuition cost and course books required. The determination of job relatedness shall be the responsibility of the Fire Chief and the Personnel Committee and any disagreement of this determination shall be subject to the grievance procedure. For each calendar year under this contract, the City's

financial obligation under this provision shall not exceed Sixteen Thousand (\$16,000) dollars. The unused funds shall not roll over from one year to the next. This reimbursement shall not apply to any degree greater than a Master's degree. Graduate level courses can be reimbursed if there are funds remaining at the end of each calendar year. The City will not be obligated to pay more than seventy-five percent (75%) of a Master's degree and an employee who does not remain employed in Oak Creek for three (3) years after completion shall pay back a prorated amount of the costs of the degree depending on length of stay in the Department as provided in Section E. (Modified 01/01/06)

The City will make payment upon presentation of proof of satisfactory completion to the Fire Chief of course with a grade of "C" or better. Upon completion of the course, books purchased will become the property of the Fire Department. Such completion and reimbursement for course work shall not guarantee subsequent upgrading of the employee who took the course. (Modified March 31, 1998)

B. Approval for attendance at the National Fire Academy shall be at the discretion of the Fire Chief. (Modified 06/24/02)

C. When an employee is in attendance at a Fire Chief approved fire-related training program, time, which involves general alarms that occur while attending such, shall be compensated at the employee's overtime rate. Any course work associated with obtaining an associate or bachelor degree shall not be eligible for this overtime pay.

D. Employees attending a class which qualifies under the City's tuition reimbursement program (whether or not funds are available) can use split vacation days (officers and paramedics), holidays, or compensatory time (paramedics) on an hourly basis (calculated to tenths of an hour) for attendance. The hours charged will not be less than the amount of hours of needed overtime caused by the use of this benefit.

E. Service Restrictions: Employees who utilize the Education Incentive Development program shall repay the City for the cost of any class tuition if the employee does not remain employed with the City at least three (3) years.

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The repayment shall be based upon the timing of each individual class. The timing shall commence from the date of the completion of each class. Employees who leave other than for a duty or non-duty disability, before three (3) years shall repay the City based on the schedule below: (Modified 09/02/03)

Less than 12 months	100%
Between 12-24 months	66%
Between 25-36 months	33%

Article 35 Duty Incurred Injury Pay

A. Time Limits: Any employee after probation who sustains an injury while performing within the scope of his/her employment shall receive full salary in lieu of Workmen's Compensation for the period of time he/she may be temporarily totally, or temporarily partially disabled because of said injury, up to a period of one (1) year. Employees sustaining a compensable injury resulting in total permanent disability shall continue to receive full salary up to one (1) year until a determination is made that the injury is a permanently disabling injury in accordance with the Statutes of Wisconsin Workmen's Compensation Act. The employee's Workers' Compensation check is sent to the City. The City cashes and deposits the check. The employee will receive the regular payroll check, provided, however, the City will not withhold state or federal taxes from the portion of the employee's paycheck equal to the worker's compensation benefit.

B. Time lost and wages paid because of injury shall not be deducted from accrued sick days of the employees. An employee shall not accrue sick leave for the period of time off from work as a result of injury under this Section. When the City shall have made any payment under this Section and the employee makes a claim against any third party or insurer, the City shall be entitled to receive, from any damages recovered by such employee, reimbursement for such wages paid in the same proportion as prescribed by Section 102.29, Wisconsin Statutes, for Wisconsin Compensation payments.

C. Temporary Light Duty: Duty-incurred injury takes precedence over non-duty incurred injury. The Fire Chief will be responsible for the determination on the number of employees,

length of time on light duty, and the hours they work, including the ability to assign an employee on light duty to a 40 or 56 hour work week. All personnel assigned to light duty shall have a doctor's certificate stating that light duty is permissible. In the event it is medically determined that an employee will not be able to return to work as a firefighter for the City, such employee shall be separated from employment. Such separation is not discipline and as such is not subject to the just cause provisions of this Agreement. (Modified 09/02/03)

D. With regard to vacation and holidays for employees, who return to active duty after being off work due to duty-incurred injury or illness, the following rules shall apply:

For employees who return to active duty after being off work due to duty-incurred injury or illness, such employees shall make every effort to use the vacation to which they are entitled by the end of the year in which they return. Holiday rollover will be permitted for such holiday earned during the period other than the disability period. The City may require the employee to schedule and use such vacation prior to the end of the year in which they return, on available days, based on staffing requirements. If all vacation is not scheduled or used, the employee shall be allowed to carry over the remaining vacation, to be used prior to March 15th of the next year or lost (i.e., any vacation carried over from 1990 must be used by March 15th of 1991.).

Article 36 Death and Separation Gratuities

In the event of the death of any employee, the City shall pay any accumulated wages and unused vacation allowance of such employee in the manner provided by Section 109.03, Wisconsin Statutes.

Article 37 Retirement

Each employee shall be covered under the State of Wisconsin Retirement System, in accordance with Chapter 40 of the Wisconsin Statutes. Effective January 1, 2012, all employees will pay that portion of the employee's contribution which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective January 1, 2013, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department

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of Employee Trust Funds from time to time, consistent with General Employees.

Article 38 EMT Certification

Effective the first day of the month following the last party's ratification date:

A. Delete and fold amount into eligible employee's base wages (there will be a bargaining history note, on the wage page that as of the last ratification date, the EMT pay was folded into the eligible employee's base rate) and a new wage page created reflecting this agreement.

B. Delete and fold amount into eligible employee's base wage (there will be a bargaining history note, on the wage page that as of the last ratification date, the Paramedic pay was folded into the eligible employee's base rate) and a new wage page created reflecting this agreement.

Article 39 Drug Testing

The City agrees to establish a committee in order to review the existing drug policy. The makeup of the committee will be in the discretion of the City, but will include at least two (2) Union members. The role of the committee will be to make recommendations to the Personnel Committee. The final decision on the policy will be made by the City, subject to any bargaining obligations. During the discussion and until a decision is made and the matter is finalized, the current language will remain in effect. The City will provide the Union on an annual basis a status report on the drug-testing program and will meet to review the program's implementation. (Modified March 10, 1998)

Article 40 Residency

Employees must reside within an area encompassed by Lake Michigan on the east; Good Hope Road on the north; Highway 83 North on the west and Highway K (Kenosha County) to the south. (Map attached to this Agreement). (Modified 3/25/10)

Article 41 Reporting for General Alarms

Both the Union and the City understand that the firefighters who are members of this bargaining unit have a responsibility under the rule which requires a special effort to report for duty, requires the firefighters to report for duty upon receipt of a general alarm unless circumstances which have always been recognized as excuses for not reporting to a general alarm prevent a

firefighter from reporting. The Fire Chief will maintain records, which will show which firefighters do not respond to general alarms, and if an individual firefighter establishes a pattern of failure to report to general alarms, he/she will be required by the Fire Chief to furnish reasons for failing to respond to the general alarm and will be required to do so.

Article 42 Snow Shoveling Off Roofs

Firefighters will not be expected to shovel snow off roofs of private citizens unless related to firefighting duties.

Article 43 Television and Radios

Televisions and radios will be maintained and furnished at the City's cost; when cable TV wiring is required, the City will be responsible for the cost.

Article 44 Common Mess

All members of the bargaining unit shall participate in an organized mess, it being in the interest of the employer and the employees for the morale of the Department and for the harmonious working relationship between firefighters. This will be at no cost to the City and the City shall not contribute to this fund. It shall be the responsibility of each employee to contribute his/her fair share for the daily meals while on duty. The City and its agent's will be held harmless as to any lawsuits arising out of this Section. The scheduling of such mealtime will be at the discretion of the Fire Chief or his/her designee.

Article 45 Union Activities and Discrimination

The City agrees that no employee will be discriminated against because of membership or activity in connection with the Union, and the City will not interfere with the rights of employees to become members. The City will not discourage membership in the Union. No employee shall be denied Union membership because of race, creed, color, or sex. The City shall not deny any person with proper qualifications and opportunity to become members of the Oak Creek Fire Department because of the aforementioned statement.

Article 46 Consolidation

Should the City decide to consolidate its Fire Department the City will honor the existing contract for wages and benefits until the new service provider is in place. The City will agree

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to have the Union represented in the consolidation process and will be open to their concerns. (Modified March 10, 1998)

Article 47 No Strike Clause

A. Employees shall not participate in any strike, picketing, obvious slowdown, or any other intentional interruption of work.

B. If employees engage in any activity in violation of this provision, the Union shall immediately in writing, order employees to discontinue their action and provide the City negotiator with a copy of the order. Failure of the Union to issue the order and taking action required shall be considered in determining whether or not the Union caused or authorized the strike.

C. Any and all employees who violate this Section may be discharged or disciplined. Discipline, including loss of compensation, vacation benefits, holiday pay or time off without pay may be imposed. The City, in addition to penalties provided, may enforce any other legal rights and remedies in which by law it is entitled.

Article 48 Amendments and Severability

A. This Agreement may be amended in writing by mutual consent. If any Article of this Agreement or any addenda thereto should be

held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or the enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby; and the parties shall enter into negotiations at a reasonable time for the purpose of arriving at a mutually satisfactory substitution for such Article, if same is mutually deemed necessary.

B. The Union's proposals shall be forwarded by mail to the City by June 1, 2020. The City's proposals shall be forwarded by mail to the Union by June 15, 2020. The initial bargaining session of the parties shall be held by July 1, 2020. These dates may be revised by mutual agreement. (Modified 3/10/98, 7/20/00, 09/02/03, 5/11/16)

C. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

D. If Milwaukee County makes significant changes to its contract with the City, which impacts the City's ability to provide a paramedic first responder program, the City and the Union will enter in to negotiations to discuss the impacted sections of this contract. (Modified 7/6/99, 7/20/00)

Oak Creek Fire Labor Contract 2018 – 2020

In Witness Whereof, the City and the Union have caused this instrument to be signed by their duly authorized representatives this ___ day of _____ 2018.

**Oak Creek Professional
Firefighters Association
Local #1848 I.A.F.F., AFL-CIO:**

City of Oak Creek

Steve Wilding
President

Dan Bukiewicz
Mayor

Ian Perry
Vice-President

Michael Toman
Personnel Committee Chairman

Jesse Teichmiller
Secretary/Treasurer

Kenneth Gehl
Personnel Committee

Jeffery Mallas
Executive Board Member

Richard Duchniak
Personnel Committee

Charles Prinze
Executive Board Member

Andrew J. Vickers
City Administrator

Tom Rosandich
Fire Chief

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Fire Benefit Conversion Table

The table below shall be used to convert benefits between 24/56 hour workdays, 10-hour work days and 8 hour workdays. The conversion factor can be used as in the following example:

One sick day for a 24 hour employee is 24 hours.

One sick day for a 10 hour employee is 10 hours.

Time taken from the 24 hour bank will be multiplied by 2.4000.

$10 * 2.4000 = 24 \text{ hours}$

56 Hour Work Week	Conversion Factor 10</>24	10 Hour Based Work Week	Conversion Factor 8</>24	8 Hour Based Work Week
Work Day 24 Hours	0.417/2.400	10 Hours	0.333/3.000	8 Hours
Work Week 1 on 2 off	N/A	4 on 3 off	N/A	5 on 2 off
Holidays 10 @ 24 Hours = 240 hours	0.333/3.000	10 @ 10 Hours = 100 hours *1	0.333/3.000	10 @ 8 Hours = 80 hours
1 Vacation Week 3 days @ 24 hours = 72 hours	0.556/1.800	4 days @ 10 hours = 40 hours	0.556/1.800	5 days @ 8 hours = 40 hours
Sick Leave Accumulation 12 hours @ month = 144 year	0.667/1.500	8 hours @ month = 96 year	0.667/1.500	8 hours @ month = 96 year
Sick Leave Usage 1 day @ 24 hours	0.417/2.400	1 day @ 10 hours	0.333/3.000	1 day @ 8 hours
Funeral Leave 1 day @ 24 hours	1.250/0.800	3 days @ 10 hours	1.000/1.000	3 days @ 8 hours
Salary Based On *2 2,912 hours	0.714/1.400	2,080 hours	0.714/1.400	2,080 hours

Note 1: The employee has the option of taking ten 10-hour holidays and working two off days for no compensation or taking eight 10-hour holidays.

Note 2: Overtime worked as an inspector shall be paid at the 2,080 rate. Overtime worked as a firefighter shall be paid at the 2,912 rate.

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APPENDIX A JANUARY 1, 2018 WAGES INCREASED 1.5%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$ 25.788	\$26.175	\$76,222	\$26.699	\$77,747	\$28.034	\$81,635
Lieutenant	\$ 28.367	\$28.793	\$83,845	\$29.369	\$85,523	\$30.837	\$89,797
Captain	\$ 30.071	\$30.522	\$88,880	\$31.132	\$90,656	\$32.689	\$95,190
Firefighters hired after January 1, 1995							
New Hire	\$ 18.093	\$18.364	\$53,476	\$18.731	\$ 54,545	\$19.668	\$57,273
After One Year	\$ 19.633	\$19.927	\$58,027	\$20.326	\$59,189	\$21.342	\$62,148
After Two Years	\$21.173	\$21.491	\$62,582	\$21.921	\$63,834	\$23.017	\$67,026
After Three Years	\$ 22.708	\$23.049	\$67,119	\$23.510	\$68,461	\$24.686	\$71,886
After Four Years	\$ 24.248	\$24.612	\$71,670	\$25.104	\$73,103	\$26.359	\$76,757
After Five Years	\$25.788	\$26.175	\$76,222	\$26.699	\$77,747	\$28.034	\$81,635

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

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APPENDIX B JANUARY 1, 2019 WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450
Lieutenant	\$28.793	\$29.081	\$84,684	\$29.663	\$86,379	\$31.146	\$90,697
Captain	\$30.522	\$30.827	\$89,768	\$31.444	\$91,565	\$33.016	\$96,143
Firefighters hired after January 1, 1995							
New Hire	\$18.364	\$18.548	\$54,012	\$18.919	\$55,092	\$19.865	\$57,847
After One Year	\$19.927	\$20.126	\$58,607	\$20.529	\$59,780	\$21.555	\$62,768
After Two Years	\$21.491	\$21.706	\$63,208	\$22.140	\$64,472	\$23.247	\$67,695
After Three Years	\$23.049	\$23.279	\$67,788	\$23.745	\$69,145	\$24.932	\$72,602
After Four Years	\$24.612	\$24.858	\$72,386	\$25.355	\$73,834	\$26.623	\$77,526
After Five Years	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

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APPENDIX C July 1, 2019 WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.437	\$26.701	\$77,753	\$27.235	\$79,308	\$28.597	\$83,274
Lieutenant	\$29.081	\$29.372	\$85,531	\$29.959	\$87,241	\$31.457	\$91,603
Captain	\$30.827	\$31.135	\$90,665	\$31.758	\$92,479	\$33.346	\$97,104
Firefighters hired after January 1, 1995							
New Hire	\$18.548	\$18.733	\$54,550	\$19.108	\$55,642	\$20.063	\$58,423
After One Year	\$20.126	\$20.327	\$59,192	\$20.734	\$60,377	\$21.771	\$63,397
After Two Years	\$21.706	\$21.923	\$63,840	\$22.361	\$65,115	\$23.479	\$68,371
After Three Years	\$23.279	\$23.512	\$68,467	\$23.982	\$69,836	\$25.181	\$73,327
After Four Years	\$24.858	\$25.107	\$73,112	\$25.609	\$74,573	\$26.889	\$78,301
After Five Years	\$26.437	\$26.701	\$77,753	\$27.235	\$79,308	\$28.597	\$83,274

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

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APPENDIX D January 1, 2020 WAGES INCREASED 2.25%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.701	\$27.302	\$79,503	\$27.848	\$81,093	\$29.240	\$85,147
Lieutenant	\$29.372	\$30.033	\$87,456	\$30.634	\$89,206	\$32.166	\$93,667
Captain	\$31.135	\$31.836	\$92,706	\$32.473	\$94,561	\$34.097	\$99,290
Firefighters hired after January 1, 1995							
New Hire	\$18.733	\$19.154	\$55,776	\$19.537	\$56,892	\$20.514	\$59,737
After One Year	\$20.327	\$20.784	\$60,523	\$21.200	\$61,734	\$22.260	\$64,821
After Two Years	\$21.923	\$22.416	\$65,275	\$22.864	\$66,580	\$24.007	\$69,908
After Three Years	\$23.512	\$24.041	\$70,007	\$24.522	\$71,408	\$25.748	\$74,978
After Four Years	\$25.107	\$25.672	\$74,757	\$26.185	\$76,251	\$27.494	\$80,063
After Five Years	\$26.701	\$27.302	\$79,503	\$27.848	\$81,093	\$29.240	\$85,147

* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.



COMMON COUNCIL REPORT

Item: Miller Park Pond Restoration

Recommendation: Authorize the Director of Public Works to accept the quote from ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC for the removal of two feet of sediment from the pond at Miller Park at a cost of \$34,500.

Fiscal Impact: Project is an approved 2018 CIP Project budgeted for \$35,000.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Miller Park Pond Restoration project is an approved CIP project for 2018 with a budget of \$35,000. The intent of the project is to remove built up sediment that has accumulated over the years, causing a thick algae to grow across the top of the pond. The method we chose does not cause the disruption that traditional dredging would cause, and there is no need to drain the pond and disturb the existing wildlife. Silt that is removed from the pond will be collected in a large bag onsite, and once the water has sufficiently drained from the sediment, it will be screened and used as topsoil on other Public Works projects. Several companies that offer similar services were contacted from Illinois, Ohio, and northern Indiana, but all three declined to offer us a quote based on the location and size of the project.

- | | |
|--|----------|
| 1. ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC | \$34,500 |
|--|----------|

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ted Johnson
Director of Public Works

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Organic Sediment Removal Systems, LLC quote.



ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC

"A Leader in Pond Restoration since 1991"

Richard Kohutko - Owner
 N9397 7th Avenue South
 Necedah, WI 54646
richncat@tds.net

Phone: 608-565-7105
 Cell: 608-547-7753
 Fax: 608-565-6434
<http://www.pondclean.com>

Michael Kohutko
michael@pondclean.com
 Cell: 608-234-1996
 FL: 561-328-3757

September 5, 2018

Ted Johnson
 Oak Creek Park District
 315 East Groveland Drive
 Oak Creek, WI
 414-570-5680 tejohnson@oakcreekwi.org

Project Location:

Same Location

Dear Jeff,

We wish to thank you for considering OSR Systems for your pond-restoration project. We are the original founders of this type of system and have been removing sediments from ponds and other waterways for the past 28 years. Most of our equipment has been modified and patented exclusively for OSR Systems. I am confident we can be of valuable service in your efforts also. As you are aware, OSR Systems' charges are based on time and material to save our clients time and funds as well as work within their budgets. If elected, this process also allows projects to be completed in stages instead of all at once.

"SCOPE OF WORK"

- **Operations of OSR Systems**

OSR Systems concentrates in removing organic sediments from the deepest area of the pond first, unless stated otherwise. This is where the heaviest concentration of sediments exists and is causing the most **environmental** damage to the pond. If time is allowed, we will reach the original bottom and widen the area as close to the **bottom of the banks** as possible. If time is not available, we will remove as much sediment from the deepest area of the pond first, as this has proven to be more beneficial to the pond's ecology. Our hours are regulated by Insurance and OSHA. The hourly rate of time and material charges are reflected herein this proposal.

- **Exclusions.**

If silt containers are needed, OSR Systems is **not responsible** for preparation and grading of the discharge site or removal of sediments and restoration of the discharge site unless otherwise stated. Because we cover a vast geographic area, we have found it more economical for you to use your local landscapers or excavators whom some of you may be acquainted with in the immediate area for this work. If necessary, we will provide you with a comparison bid.

PROPOSAL

Pond: .75 Acres

Sediment Removal 2 ft: Greater Bowl Area of .68 Acres or 2,176 Liquid Cubic Yards

- Low Range**

56 Hours @ \$525/hr.....	\$ 29,400
1 silt container 60' cir X 125' at \$4,650 equals.....(If Open Discharge N/C).....	\$ 4,650
Mobilization and Equipment.....	\$ 450
Low Range Total.....	\$ 34,500

Option

If you would like to remove sediments from specific areas of the pond:

- o Rate = **\$525** per hour; sediment removal of 37.5-50 liquid cubic yards per hour
You may choose a **minimum of eight hours** or higher.



Discharge Site Options and Conditions

Above, marked in red, is the proposed dredged area; marked in yellow is the proposed discharge site. OSR Systems removes 40-60 liquid cubic yards per hour. After drying, considering the shrink rate, this is equivalent to 6.25-7.50 hard-dried cubic yards left over in the discharge area per hour of sediment removal.

As stated on page one of the proposal (unless open discharge), OSR Systems is **not responsible** for the preparation of the discharge site, which includes the mulched or graded area for the silt containers. Your local landscapers or excavators can prepare the discharge site more economically. As for the leftover sediments in the discharge area, they can be graded and seeded over on site or the material can be hauled off site after it has hard-dried. There may be as much as 325 cubic yards in the discharge site to be hauled away; you will need to check with an excavation contractor in your area for the cost of this sediment removal after compression. OSR Systems is not responsible for any of these charges.

As reflected in our information packet, the organic sediments (bio-mass) located in the center bowl areas of the ponds are causing the most environmental damage to the pond. Once this material is removed, your ponds should react very favorably. Strict EPA and Federal Laws prohibit any disruption of the bank area of ponds and other water ways. OSR Systems will taper the bottom of these banks, but will not disturb the upper bank which is considered the shoreline. Exceptions are beach areas and pump stations. Large objects such as rocks, sticks, root-systems and heavy weeds cannot be pump through this system. They will have to be removed by other means. All living aquatic plants must be dead and decomposing. Please keep your pond maintained.

****As you may be aware, our charges are based on time and material. If we finish your project early, you will only be charged for the hours worked. It also allows pond projects to be completed in stages instead of all at once. Please take the high range as a not-to-exceed.****

OSR Systems Requires a 40% deposit 2 weeks before start of project.

If you have any questions or I can be of any further assistance, please call me at 608-547-7753.

Sincerely,



Rich Kohutko

The undersigned reviewed, approves, and agrees with the above proposal and all of the terms/conditions included.

Signature: _____

Date: _____



COMMON COUNCIL REPORT

Item: 2019 Wisconsin Department of Natural Resources Urban Forestry Grant

Recommendation: That the Common Council adopt Resolution No. 11988-091818, authorizing submittal of an application for the 2019 Urban Forestry Grant Program.

Fiscal Impact: WI-DNR Urban Forestry grants are capped at \$50,000, with a 50% DNR reimbursement. This grant is organized to recapture associated labor hours and supplies.

Southbranch Industrial Park Street Trees - 100 Trees & Supplies	\$25,000.00
Labor	<u>\$ 14,400.00</u>
Total Project	\$39,400.00
Maximum Reimbursement	\$ 19,700.00

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Tree canopy cover is a major focus of Urban Forestry management – especially as it pertains to increasing tree canopy in low density areas. The loss of ash trees due to emerald ash borer (EAB) has quickly amplified the need for canopy replacement in Oak Creek. This 2019 WI-DNR, Urban Forestry Grant request would continue the ongoing effort to sustain and rebuild the tree canopy.

Component 1: Northbranch, S. 6th and 10th Streets, Street Tree Planting – 100 large-growing shade trees due to EAB losses and general low density tree canopy.

Utilizing DNR supplied, digital canopy analysis map and knowledge of known low density tree zones (hotspots), City Forestry will work with local industry owners/managers to plant street and front yard trees (public/private) for industrial park sites. Sites include 12,000 feet (2.3 miles of roadway or 4.6 lane miles) of which an estimated 6,000 feet, less engineering and utility considerations, will be plant-able.

Component 2: Tree Board Development – A Citizen Tree Board will be utilized as an active link between Oak Creek residents and City Forestry with an initial goal of producing an Urban Forestry Strategic Plan.

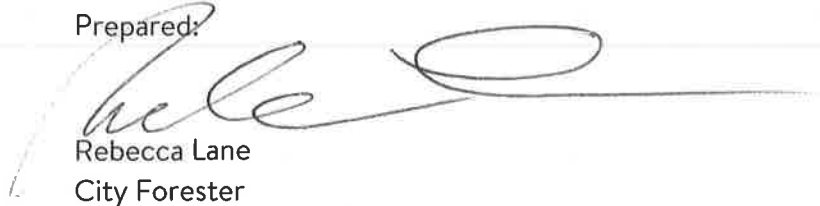
Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



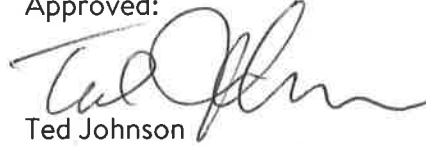
Rebecca Lane
City Forester

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Ted Johnson
Director of Public Works

Attachments: Resolution No. 11988-091818

RESOLUTION NO. 11988-091818

BY: _____

**RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION
FOR THE 2019 URBAN FORESTRY GRANT PROGRAM**

WHEREAS, the City of Oak Creek, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the City of Oak Creek attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the applicant, the City of Oak Creek, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Rebecca Lane, City Forestry, its official or employee, to act on its behalf.

Introduced at a regular meeting of the Common Council of the City of Oak Creek, held this 18th day of September, 2018.

Passed and adopted this _____ day of September, 2018.

President, Common Council

Approved this _____ day of September, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Bayview Industries Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 11987-091818, a resolution approving a storm water management practices maintenance agreement with Bayview Industries, Inc for their building addition located at 7821 S. 10th Street. (Tax Key No. 783-9032-001) (1st Aldermanic District)

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The proposed Bayview Industries building addition, located at 7821 S. 10th Street, requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Philip J. Beiermeister, P.E.
Environmental Design Engineer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Approved:

Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 11987-091818, Storm Water Maintenance Agreement

RESOLUTION NO. 11987-091818

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH BAYVIEW INDUSTRIES, INC. FOR THEIR BUILDING ADDITION LOCATED AT 7821 S. 10TH STREET

(TAX KEY NO. 783-9032-001)

(1ST ALDERMANIC DISTRICT)

WHEREAS, Bayview Industries, Inc. (Owner), requires onsite storm water management practices for their proposed building addition located at 7821 S. 10th Street, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of September, 2018.

Passed and adopted this 18th day of September, 2018.

President, Common Council

Approved this 18th day of September, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

BAYVIEW INDUSTRIES BUILDING
ADDITION
7821 S. 10th Street
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

Michael C. Simmons
Engineering Department
8040 S. 6th Street
Oak Creek, WI 53154
Name and Return Address

783-9032-001

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, by and between Bayview Industries Inc., hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

That part of the Southwest ¼ of Section 8, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, being described as follows:

Parcel 1 of Certified Survey Map No. 3557 and Parcel 2 of Certified Survey Map No. 4556.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Bayview Industries building addition located at 7821 S. 10th Street, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with

the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Dry Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

BAYVIEW INDUSTRIES INC.

Gene Plitt
Gene Plitt, CEO

The foregoing Agreement was acknowledged before me this 20 day of August, 2018,
by the above named GENE PLITT.

Catherine Pondikati
NOTARY PUBLIC

My Commission Expires: 7/20/20



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2018,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Philip J. Beiermeister, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

Detention Basin Type: Wet Pond ___ Underground ___
 Extended Dry ___ Bioretention ___
 Artificial Welland ___

Watershed _____

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT B
DRY DETENTION MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes, Embankments and surface overflow	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	If facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing the exterior perimeter of the garden and adjacent slopes is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with maintenance activities or provide too much shade to the garden.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures, e.g., rock rip-rap, planting of grass, erosion mat.
Pretreatment Area and Flow Entrance	Sediment accumulation in pretreatment areas	Sediment depth exceeds 2-inches.	
	Level/Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through the entire width.	Level the spreader and clean so that flows are spread evenly over entire width.
Inlet/ Outlet Structure	Debris and Sediment	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Damaged	Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet structure; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
Ponding Area (Basin floor)	Vegetation/Weeds	When grass becomes excessively tall; when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow is not impeded.
	Dead Plants (if rain garden planting were part of the design)	Annually each spring when new growth is 3"-5" tall. Individual dead or diseased plants.	Dead stalks and seed heads from previous seasons growth are cut and removed. Remove and replace plants.
	Thinning Plants (if rain garden planting were part of the design)	Plants become crowded or begin to decline or die in the center of a clump.	Plant growth is improved by removing or dividing plants in spring before they are 4" tall.
	Sediment accumulation	Sediment depth exceeds 2-inches.	Remove sediment deposits and restore landscaping as necessary.
	Standing Water	When water stands between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, remove clogged check dams, define a small channel from basin inlet pipe to outlet pipe, add underdrain.
	Leaves	Leaves collect in the bottom of the garden in excess of 4" deep.	Leaves are removed in fall or spring. A 2"-4" layer of shredded leaves is okay provided they do not clog or go down the outlet pipe.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 9/18/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$335 were collected. If Operator license denial is approved as recommended by the License Committee, a refund in the total amount of \$25 would be issued.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background:

The License Committee met on 9/12/18. Recommendation is as follows:

1. Deny an Operator's license to Russel Marabito, 5232 41st Ave., Kenosha, WI 53144 (Applebee's) for falsification of application and for felony convictions that substantially relate to the licensing activity.

The following items were received after the License Committee met. Tentative recommendations are as follows (favorable background reports received):

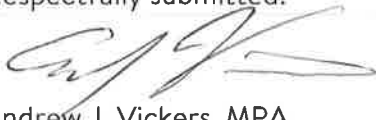
1. Grant an Operator's license to:
 - * Katelyn I. DeGroot, 1332 Prairie Dr., Racine (The Cellar)
 - * Caimen S. Masterson, 2108 28th St., Kenosha (Target)

2. Grant a Temporary "B" Beer license to Roland Komorowski, agent on behalf of St. Matthew Parish, 9303 S. Chicago Rd., for the St. Matthew Feast Day Picnic to be held on September 29, 2018.

3. Grant a Temporary "B" Beer license to Roland Komorowski, agent on behalf of St. Matthew Parish, 9303 S. Chicago Rd., for the Sweetest Day Dinner to be held on October 20, 2018.

Options/Alternatives: None

Respectfully submitted:



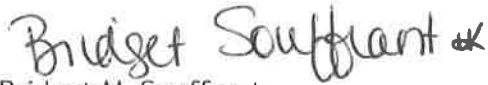
Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: None

**MINUTES
LICENSE COMMITTEE
September 12 2018 at 8:30 a.m.**

1. The meeting was called to order at 8:33 a.m.
2. On roll call, the following committee members were present: Ald. Kurkowski, Ald. Duchniak and Ald. Gehl. Also in attendance was Deputy City Clerk Christa Miller.
3. Ald. Duchniak, seconded by Ald. Gehl, moved to approve the minutes of 7/31/18. On roll call, all voted aye.
4. The Committee reviewed an original application for an Operator's license submitted by Russel J. Marabito, 5232 41st Ave., Kenosha, WI 53144 (Applebee's). Mr. Marabito was invited to the meeting, however was not in attendance.

On his application, Mr. Marabito disclosed Burglary (5/1/13) , Possession with Intent (5/22/12), Violating Restraining Order (4/29/14), referencing Kenosha and Racine counties.

After a review of Mr. Marabito's background report, the Committee agreed that Mr. Marabito failed to disclose convictions for Unlawful Use of Telephone, Disorderly Conduct, Criminal Damage to Property (two counts), Bail Jumping and Theft Moveable Property.

The Committee also acknowledged that five of Mr. Marabito's convictions were felony convictions.

Ald. Gehl, seconded by Ald. Duchniak, moved to deny an Operator's license to Russel J. Marabito, 5232 41st Ave., Kenosha, WI 53144 (Applebee's), for falsification of application and for felony convictions that substantially relate to the licensing activity. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn the meeting at 8:39 a.m. On roll call, all voted aye.



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 12, 2018 Vendor Summary Report in the combined total of \$593,657.84.

Fiscal Impact: Total claims paid of \$593,657.84

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Of note are the following payments:

1. \$63,277.61 to Benistar (pg #2) for October Medicare supplement insurance.
2. \$5,612.20 to Bret Achtenhagen's Seasonal Serve (pg. #2) for landscaping at Lake Vista Park.
3. \$9,076.50 to D C Burbach (pg #3) for intersection improvements (Milwaukee/Pennsylvania).
4. \$5,538.00 to Gerber Leisure Products, Inc. (pg #5) for Johnstone Park & Chapel Hills parts.
5. \$190,789.50 to GSI Family Investments of Wisconsin (pg #5) for a landscaping bond refund for Greco & Sons.
6. \$36,080.02 to Holz Motors, Inc. (pg #6) for new Chevy Tahoe in the Police Department.
7. \$13,541.07 to Houseal Lavigne Associates (pg #6) for Project No. 17001, zoning code and comprehensive plan update.
8. \$21,312.88 to Reliable Door & Lock, Inc. (pg #8) for Project 18010, welding curtain at DPW and replacement door #8.
9. \$8,021.98 to Savage Solutions, LLC (pg #8) for farmers market billboard and consulting fees (Tourism).
10. \$7,669.87 to Securian Financial Group, Inc. (pgs #10-11) for October employee life insurance.
11. \$9,108.48 to Sherwin Industries, Inc. (pg #11) for Project No. 17028, road maintenance, hot mix, and tar for road repairs.
12. \$55,786.18 to Super Excavators, Inc. (pg #12) for Phase 3 of IKEA Way.
13. \$69,669.57 to US Bank (pgs #14-20) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and computer and office supplies.

13. \$15,826.46 to WE Energies (pgs #13-14) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 9/12/18 Invoice GL Distribution Report