APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/17/17
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 7145 SOUTH WOELFEL ROAD (JEFFREY D. PEELEN AND ROXANNE M. PEELEN, APPLICANTS)	ITEM NUMBER

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a certified survey map for property located at 7145 South Woelfel Road (Jeffrey D. Peelen and Roxanne M. Peelen, Applicants), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

#### **COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2017-\_\_\_\_\_\_, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a certified survey map for property located at 7145 South Woelfel Road (Jeffrey D. Peelen and Roxanne M. Peelen, Applicants), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

RESOLUTION NO. 2017-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 7145 SOUTH WOELFEL ROAD (JEFFREY D. PEELEN AND ROXANNE M. PEELEN, APPLICANTS)

WHEREAS, the Plan Commission having approved a Certified Survey Map upon the application of Jeffrey D. Peelen and Roxanne M. Peelen, on January 5, 2017, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woods and wetland buffer on the site; and

WHEREAS, §15-7.0702Q. and §15-9.0309D. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Jeffrey D. Peelen and Roxanne M. Peelen, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introdu	ced a	t a regular	meet	ing of	f the Con	nmon (	Council of	the City	of Fran	klin t	his
day o	f			,	2017.				•		
Passed	and	adopted at	a re	gular	meeting	of the	Common	Council	of the	City	of
Franklin this _		day of _					17.			•	

TO ACCEPT JEFFREY D	T A CONSER	DRIZING CERTAIN VATION EASEME ND ROXANNE M.	NT	
Page 2	ON NO. 2017			
J			APPROVED:	
			Stephen R. Olson, Mayor	
ATTEST:				
Sandra L. W	esolowski, Ci	ty Clerk		
AYES	NOES	ABSENT	<del></del>	

#### CONSERVATION EASEMENT

#### (PEELEN PROPERTY)

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Jeffrey D. Peelen and Roxanne M. Peelen, husband and wife, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

#### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, and described in Exhibit A attached hereto and hereby made a part hereof ("Grantor's Property"); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of a certain portion of the Grantor's Property (hereinafter, the "Protected Property"), which ecological and aesthetic values may include without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, to the extent those elements are contained within the Protected Property, attached hereto as Exhibit B, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems within the Protected Property; and

WHEREAS, Grantee is a "holder", as contemplated by \$700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the Protected Property, desire to conserve the natural values thereof and prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

WHEREAS, Cornerstone Community Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this Easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the Protected Property.

Grantee's rights hereunder shall consist solely of the following:

- 1. To view the Protected Property in its natural, scenic, and open condition;
- 2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
- 3. To enter the protected property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, on, over, or across the Protected Property, the Grantor, without the prior consent of the Grantee, shall not:

- 1. Construct or place buildings or any structure;
- 2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the Protected Property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
- 3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- 4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
- 5. Plant any vegetation not native to the Protected Property or not typical wetland vegetation;
- 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property, including, but not limited to, the right to use the Protected Property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the Protected Property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the Protected Property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor: Jeffrey and Roxanne Peelen 7145 S. Woelfel Rd. Franklin, WI 53132 To Grantee: City of Franklin Office of the City Clerk 9229 W. Loomis Road Franklin, Wisconsin53132

In witness whereof, the grantor has set its hand and seals this on this date of December  $\frac{1}{2}$ , 2016.

) ss

Jeffrey D. Peelen

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Roxanne M. Peelen

This instrument was acknowledged before me on the ARM day of December, 2016 by Jeffrey D. Peelen and Roxanne M. Peelen, to me known to be the person(s) who executed the foregoing Conservation Easement and acknowledged the same as their voluntary act and deed.

Notary Public, State of Wisconsin

My commission expires: 15 12 Maluant

#### Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the Protected Property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has	executed and del	ivered this acceptance	on the day of	, 201
	CITY OF FF	RANKLIN		
	By: <u>Ste</u> p	ohen R. Olson, Mayor		_
	By: San	dra L. Wesolowski, Cit	y Clerk	
STATE OF WISCONSIN ) ss				
COUNTY OF MILWAUKEE )				
Personally came before me the Olson, Mayor, and Sandra L. Wesolow known to be such Mayor and City Clerk instrument as such officers as the Deeden, adopted by its Common Court	c of said municiped of said municipal conthe	al corporation, and ack ipal corporation by its	nowledged that the authority and pure 201	y executed the foregoin
	Му	commission expires		
This instrument was drafted by the City of	of Franklin.			
Approved as to contents:				
Nicholas Fuchs, Senior Planner Department of City Development	Date			
Approved as to form only:				
Jesse A. Wesolowski City Attorney	Date			

#### MORTGAGE HOLDER CONSENT

The undersigned, Cornerstone Community Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on May 6, 2016, as Document No. 10561977, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

MANA J. BUCOLINA	Cornerstone Community Bank a Wisconsin banking corporation
STARY OTARY	By:
E. Publicia	Name: City Starton
	Title: <u>777 (7 FU</u>
STATE OF WISCONSIN	
)ss	•
COUNTY OF MILWAUKEE )	
On this, the 12nd day of 1000 appeared Enik Santon, the EVP/CFC	of Cornerstone Community Bank, a Wisconsin
banking corporation, and acknowledged that (s)he executed the	e foregoing instrument on behalf of said corporation, by its
authority and for the purposes therein contained.	Name: Fatricia Breckler
	PATRICIA J. BURCHLED
	Notary Public, State of Wisconsin
	OZADICEL COUNTY OF TOTAL
	My commission expires 1-1-1-1-1

#### Exhibit A

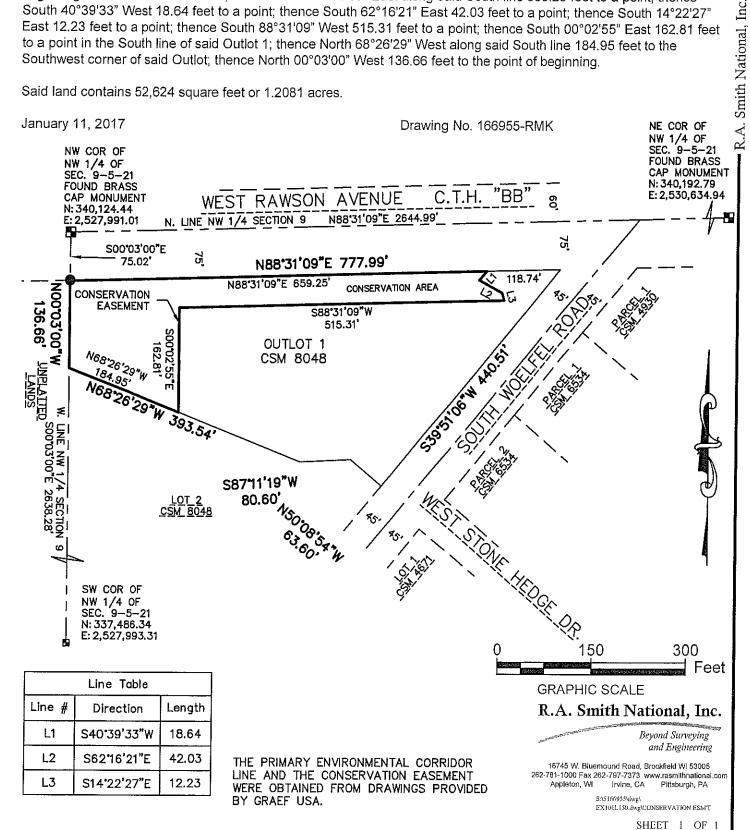
#### Legal Description of the Grantor's Property

Outlot I in Certified Survey Map No. 8048, recorded in the Register of Deeds Office for Milwaukee County on May 21, 2008 as Document No. 9603312, being a re-division of Lot 1 of Certified Survey Map No. 1224 and Lots 2A and 2B of Certified Survey Map No. 2115, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Tax Key No. 754-9994-024

Commencing at the Northwest corner of said 1/4 Section; thence South 00°03'00" East along the West line of said 1/4 Section a distance of 75.02 feet to a point in the South line of West Rawson Avenue, said point also the point of beginning of lands to be described; thence North 88°31'09" East along said South line 659.25 feet to a point; thence South 40°39'33" West 18.64 feet to a point; thence South 62°16'21" East 42.03 feet to a point; thence South 14°22'27" East 12.23 feet to a point; thence South 88°31'09" West 515.31 feet to a point; thence South 00°02'55" East 162.81 feet to a point in the South line of said Outlot 1; thence North 68°26'29" West along said South line 184.95 feet to the Southwest corner of said Outlot; thence North 00°03'00" West 136.66 feet to the point of beginning.

Said land contains 52,624 square feet or 1.2081 acres.



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APPROVAL	REQUEST FOR	MEETING DATE
Slw	COUNCIL ACTION	01/17/17
REPORTS &	RECONSIDERATION OF ACTION TAKEN AT 1/3/2017 COMMON COUNCIL MEETING	ITEM NUMBER
RECOMMENDATIONS	TO ADOPT RESOLUTION NO. 2017-7239, A RESOLUTION IMPOSING CONDITIONS	G.T.
	AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO	
	ALLOW FOR A TWO STORY, 48 UNIT MULTI-FAMILY SENIOR INDEPENDENT	
	LIVING APARTMENT COMPLEX DEVELOPMENT USE UPON PROPERTY	
	LOCATED AT 3709 WEST COLLEGE AVENUE (CHARLOTTE'S GARDEN)	
	(ROBERT WILLIAMS, TDI ASSOCIATES, INC., APPLICANT)	

At its January 3, 2017 meeting, the Common Council passed the following motion approving a special use for the Charlotte's Garden multi-family development:

Alderwoman Wilhelm moved to adopt Resolution No. 2016-7239, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR A TWO STORY, 48 UNIT MULTI-FAMILY SENIOR INDEPENDENT LIVING APARTMENT COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED AT 3709 WEST COLLEGE AVENUE (CHARLOTTE'S GARDEN) (ROBERT WILLIAMS, TDI ASSOCIATES, INC., APPLICANT), subject to the conditions noted on record by Alderwoman Wilhelm. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

The conditions added by the Alderwoman Wilhelm are listed below.

- Motion and Resolution to be revised to reflect 48 units instead of 52.
- Revise condition #5, to insert "prior to issuance of a Building Permit" at the end of the first sentence.
- Revise condition #6, to add a second sentence "The applicant shall also submit a second Conservation Easement for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds prior to issuance of an Occupancy Permit, for any protected natural resource features disturbed on the adjacent Milwaukee County lands."
- Revise condition #7, to insert after 'mechanical plan' "which shall include any air conditioners addressing location and screening, the retaining wall, and the utility plan".

- Revise condition #8, to add a third sentence "The applicant and City staff shall also review the construction of the proposed underground parking to ensure proper drainage."
- Add condition #9, "The applicant shall submit a corrected Project Narrative."
- Add condition #10, "The applicant shall submit the NFPA sprinkler and fire hydrant requirements as recommended by the Fire Chief."
- Add condition #11, "The applicant shall submit a revised lighting plan with light pole heights in conformance with the neighborhood but not to exceed 10' in height."
- Add condition #12, "The applicant shall submit a revised Site Plan prior to issuance of a building permit to reflect stormwater easements and changes to those plans."
- Add condition #13, "The applicant shall address the garbage dumpster location including review of door size for access and garbage removal."

In addition, Alderwoman Wilhelm discussed the requirement to construct a sidewalk along W. College Avenue.

Following the Common Council meeting, which the applicant was present, the applicant was provided a copy of the written conditions above, including the requirement for a sidewalk. The applicant is requesting that the sidewalk condition be removed, noting that no other property in the area currently has a sidewalk. The applicant is also requesting that the development be approved with 52-units, opposed to 48.

#### **COUNCIL ACTION REQUESTED**

Motion to reconsider action taken on January 3,2017 to adopt Resolution No. 2017-7239, a resolution imposing conditions and restrictions for the approval of a special use to allow for a two story, 48 unit multi-family senior independent living apartment complex development use upon property located at 3709 West College Avenue (Charlotte's Garden) (Robert Williams, TDI Associates, Inc., Applicant).

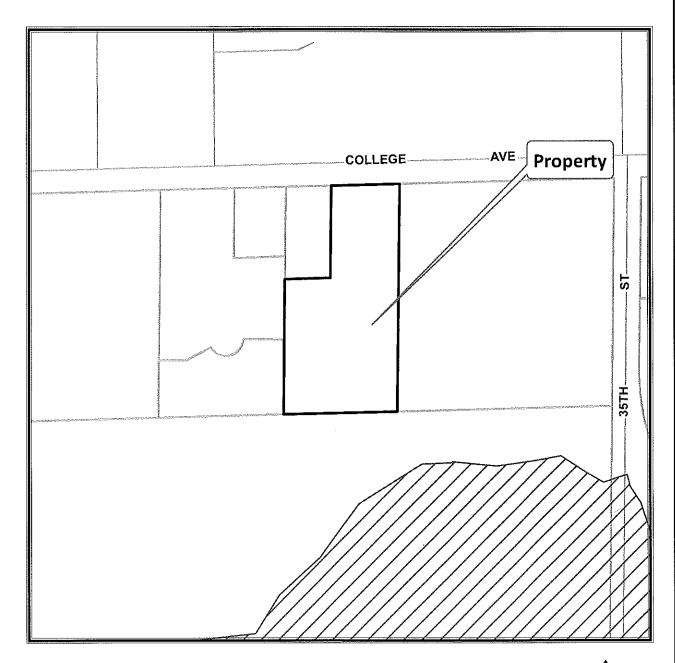
AND, if a motion to reconsider passes, the following is before the Common Council:

Motion to adopt Resolution No. 2017-\_\_\_\_\_, a resolution imposing conditions and restrictions for the approval of a special use to allow for a two story, 48 unit multifamily senior independent living apartment complex development use upon property located at 3709 West College Avenue (Charlotte's Garden) (Robert Williams, TDI Associates, Inc., Applicant).

OR any amendment thereto or other action on the subject matter. (The applicant is requesting that the Charlotte's Garden development be approved with 52 units and without the requirement for a sidewalk along W. College Avenue.)



3709 W. College Avenue TKN: 713 9996 003



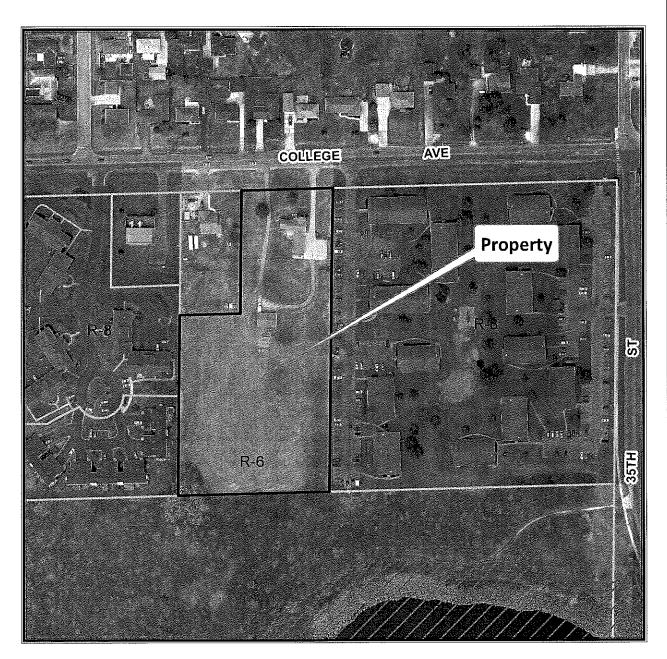
Planning Department (414) 425-4024



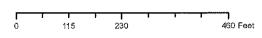
NORTH 2016 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

3709 W. College Avenue TKN: 713 9996 003



Planning Department (414) 425-4024



NORTH 2016 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



#### REPORT TO THE PLAN COMMISSION

#### Meeting of December 22, 2016

#### Rezoning, Comprehensive Master Plan Amendment and Special Use

**RECOMMENDATION:** Department of City Development staff recommends approval of the Rezoning, Comprehensive Master Plan Amendment and Special Use, subject to the conditions set forth in the attached draft resolutions and ordinances.

**Project Name:** Charlotte's Garden Senior Living Apartments

**Project Location:** 3709 West College Avenue

Property Owner: Ensor, Charlotte D Living Trust

Applicant: The LaSalle Group, Inc.

Agent: Robert Williams, TDI Associates, Inc.

Current Zoning: R-6 Suburban Single-Family Residence District

2025 Comprehensive Plan: Residential

Use of Surrounding Properties: Single-family residential (City of Greenfield) to the north,

vacant Milwaukee County land (Grobschmidt Park & Mud Lake) to the south, multi-family residential to the east and single-family and multi-family residential to the west

single-lamily and multi-lamily residential to the west

Applicant's Action Requested: Approval of applications related to the proposed senior

living apartment development

### Introduction and Background

#### Please note:

- Staff recommendations are <u>underlined</u>, <u>in italics</u> and are included in the draft ordinance.
- Staff suggestions are only <u>underlined</u> and are not included in the draft ordinance.

On November 2, 2016, Robert Williams of TDI Associates, Inc. filed a Rezoning, Comprehensive Master Plan (CMP) Amendment and Special Use Application for a multi-family senior living apartment development for property located at 3709 West College Avenue.

- <u>Rezoning Application</u>: The Rezoning Application requests to change the subject property's zoning from R-6 Suburban Single-Family Residence District to R-8 Multiple-Family Residence District.
- <u>Comprehensive Master Plan Amendment Application</u>: The CMP Amendment Application requests to amend the Future Land Use designation for the subject property from "Residential" to "Residential Multi-Family."

 Special Use: Per Table 15-3.0602 of the Unified Development Ordinance (UDO), Multiple-family dwellings and apartments are allowed in the R-8 Residence District as a Special Use.

The applicant is requesting to exceed the R-8 Residence District density standards under Options 1 and 2, which allows a Gross Density of 6.10 for Option 1 and 8.00 for Option 2 and Net Density of 8.00 for either Special Use Option. Per the applicant's Site Calculations this would allow a maximum of 21 dwelling units per Net Density (Option 1) and 25 dwelling units per Gross Density. The applicant is proposing 52 units, which equates to a Net Density of 19.40 and Gross Density of 12.62. Per Section 15-3.0701A.7. of the UDO (below), the Common Council, pursuant to the recommendations of the Plan Commission, may modify regulations of the zoning district.

Compliance with Standards. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

At their December 8, 2016 meeting, the Plan Commission approved motions to postpone and continue the three subject applications to the December 22<sup>nd</sup> meeting, including continuing the public hearings for the Rezoning and Special Use Applications.

At the December 8<sup>th</sup> Plan Commission meeting, three people spoke during the public hearing including Alderwoman Kristen Wilhelm. Comments and concerns expressed were generally related to storm water runoff, traffic, density, etc.

In addition, staff has received comments from two citizens, Milwaukee County and the property owner of the adjacent Stonefield Village Apartments development. Those comments are attached for review. Generally, concerns have been expressed related to storm water, traffic, crime, impact on schools and emergency medical services, etc.

City staff, Kevin Haley of the Milwaukee County Parks Department and the developer's representatives met on December 16, 2016 to discuss Milwaukee County concerns. General concepts and ideas were discussed regarding the best way to manage storm water runoff. The condition found later in this report under Stormwater Management reflects the discussion from this meeting.

## **Project Description/Analysis**

#### Rezoning

The subject property currently contains a single-family dwelling and accessory building, which is consistent with its existing zoning of R-6 Suburban Single-Family Residence District. The property located directly to the west is also zoned R-6 Residence District and currently contains a single-family dwelling.

The proposed Rezoning to R-8 Multiple-Family Residence District is, however, consistent with the majority of the zoning and development along West College Avenue. With the exception of the two properties noted above, all of the properties along W. College Avenue from approximately Skylark Lane (approx. S. 43<sup>rd</sup> Street) to the west and to about S. 31<sup>st</sup> Street to the east are zoned and developed as multi-family.

#### Comprehensive Master Plan Amendment

• Consistent with, as defined by Wisconsin State Statute, means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan."

The property is currently designated as Residential on the City's 2025 Future Land Use Map. The applicant is proposing to amend that designation to Residential – Multi-Family. The change to the Future Land Use Map designation is consistent with the Rezoning request. As noted above, the Rezoning and Comprehensive Master Plan Amendment are consistent with the zoning and uses of the surrounding properties.

#### Special Use

The applicant is requesting approval to construct a 52 unit multi-family senior apartment development. The applicant originally proposed 56 units; however, after further discussions with staff and Alderwoman Wilhelm the density has been lowered to 52 units. At 52 units, the applicant is proposing a Net Density of 19.40 (52 units divided by a net buildable site area of 2.68 acres) and a Gross Density of 12.62 (52 units divided by the base site area of 4.12 acres).

Staff roughly estimates the adjacent property's Gross Density as follows:

- Stonefield Village apartments (directly to the east): 128 units, 9.26 acres 13.82 units/acre
- Homes on the Park (directly to the west): 38 units, 4.74 acres 8.02 units/acres
- Park Meadow Condominiums (to the west): 196 units, 19.28 acres 10.16 units/acre

#### Site Plan:

The site plan consists of a single two-story building with a one-story connection that will serve as the common area for residents. The site plan also includes a gazebo, pedestrian walkways and a 1,200 square foot garden area. Staff recommends that the applicant revise the site plan to include a gravel connection from the southernmost paved walkway to the existing trail system at Grobschmidt Park, to be reviewed and approved by Department of City Development Staff and Milwaukee County, prior to issuance of a Building Permit. Trash areas are shown underground and the facility will have private collection. The site plan also includes a retaining wall adjacent to the southern portion of the east property line.

The subject property has a base site area of approximately 4.12 acres. As currently proposed, the project would contain 1.56 acres of impervious surface (and 2.56 acres greenspace), resulting in an Open Space Ratio (OSR) of 0.62, which complies with the R-8 District Special Use Options 1 and 2 minimum of 0.35 and 0.25, respectively.

Staff has discussed the site layout with the applicant and has expressed concerns that the building layout is not conducive to the site. Below are comments from the Development Review Team and staff review of the project.

At the June 16, 2016 Development Review Team Meeting, staff commented:

- The proposed site plan and buildings do not appear to be conducive or designed for this particular site. Please consider the following Site Plan comments:
  - o Staff recommends utilizing smaller buildings.
  - Staff recommends that improvement be dispersed more equally and well balanced throughout the site, opposed to having larger buildings oriented on only one side of the site. For example, reconfigure the site plan to include buildings around the circle drive.
  - Staff recommends 2-story buildings around the perimeter of the site. Staff
    would not object to a 3-story building on the south side of the property.
    Staff recommends that that building be oriented to view Grobschmidt Park
    and Mud Lake.
  - Staff recommends providing trails and/or sidewalks throughout the site,
     particularly to the south side of the property adjacent to Grobschmidt Park.

Staff reiterated the site plan concern in their November 16, 2016 staff comments to the applicant.

 As previously discussed, staff continues to feel the proposed site and building layout could be more conducive to the configuration of the site. Staff suggests that the north tower be redesigned to better fit the site, or possibly separated into two smaller buildings.

It is staff's understanding that adjacent property owners prefer to have the buildings setback as much as possible and angling the building as illustrated does help accomplish that; however, this is not staff's preference.

Staff suggests that the item be tabled to allow the applicant sufficient time to work with staff to revise the site plan to better fit this particular site.

#### Parking:

Table 15-5.0203 of the Unified Development Ordinance requires a Standard Parking Ratio of 1 space per one-bedroom unit, 2 parking spaces for each two-bedroom unit and 2.5 spaces for 3 bedroom or more units. The Charlotte's Garden development currently consists of 8 one-bedroom units and 44 two-bedroom units; therefore, 96 parking spaces are required. The proposed Site Plan includes 30 exterior surface parking spaces and 94 interior underground parking spaces, which is a total of 124 parking spaces, which exceeds the Standard Parking Ratio by approximately 29%. Per Section 15-5.0203 of the UDO, the Plan Commission may approve a parking increase based upon:

ii. Potential Parking Increase Considerations (above 10% or 5 spaces of the Standard Parking Ratio).

- 1. For on-site parking, the applicant submits reasonably sufficient proof that the maximum number of required parking spaces would be insufficient for the proposed use's projected parking demand. Evidence may include, but not limited to, parking standard comparisons and/or comparisons of parking demand for existing similar uses.
- 2. For on-site queuing, the applicant provides reasonably sufficient proof that additional vehicle stacking space is needed to prevent interference with roadways, parking lot circulation or pedestrian safety.
- 3. For on-site parking, the applicant submits reasonably sufficient proof that there are no reasonable opportunities to share parking within or adjacent to the site.
- 4. For on-site parking, the applicant submits reasonably sufficient proof of a greater need for handicapped accessible parking spaces, while still needed to provide sufficient standard parking spaces.

As the majority of the parking is underground, staff has no objections to the proposed quantity of parking even though it exceeds the Standard Parking Ratios.

Two ADA surface parking stalls are provided and five ADA spaces are located underground, in conformance with UDO standards.

#### Landscaping:

Table 15-5.0302 of the UDO requires 1.5 Canopy/Shade Tree per dwelling unit, 1 Evergreen and Decorative Tree per dwelling unit and 3 Shrubs per dwelling unit for Multi-Family development. With 124 parking spaces provided, a minimum of 78 Canopy/Shade Trees, 52 Evergreens and Decorative Trees and 156 Shrubs are required. The property is also adjacent to a single-family use, thus a 20% increase in the quantity of plantings is required per Section 15-5.0302C. of the UDO; therefore, 94 Canopy/Shade Trees, 63 Evergreens and Decorative Trees and 188 Shrubs are required.

The applicant's current Landscape Plan includes 58 Canopy/Shade trees, 73 Evergreens, 63 Decorative trees and 194 Shrubs. Therefore, the plan is deficient of 36 Canopy/Shade trees and contains 10 additional Evergreens and 6 extra Shrubs. Overall, the plan is short 20 plantings.

<u>Staff recommends that the applicant submit a revised Landscape Plan, for Department of City Development review and approval, that complies with the minimum planting quantities of Table 15-5.0302 of the Unified Development Ordinance.</u>

<u>Staff also recommends submittal of a revised Landscape Plan, for Department of City</u>

<u>Development review and approval prior to issuance of a Building Permit, to remove and replace</u>

the Pyrus calleryana 'Cleveland Select' Pear tree with a noninvasive ornamental tree type.

The applicant has provided hose bibs on the building for irrigation. A 2-year planting warranty has been noted on the Landscape Plan. Areas for snow storage are illustrated on the Landscape Plans as well.

#### Outdoor Lighting:

The lighting plan includes 5 pole lights along the entry drive. The lights will be mounted on 15-foot poles. According to the applicant, there will also be individually controlled light fixtures at each patio door as code requires and coach light type fixtures at the entry doors to the building on the east side of the building.

The photometric plan is in conformance with UDO lighting standards.

#### Natural Resource Protection Plan

The applicant has submitted a letter from Stantec Consulting Services, Inc., dated July 28, 2016, indicating that wetlands do not exist on the property. A letter dated November 2, 2016 from the Wisconsin Department of Natural Resources was also provided confirming that no wetlands exist on the property.

In staff review of aerial photography, staff believes a woodland exists in the southwest corner of the site. The applicant has agreed to place this corner of the site within a Conservation Easement as shown on the Site Development Plan.

<u>Staff recommends submittal of a Conservation Easement for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to issuance of an Occupancy Permit.</u>

#### Architecture:

The building is primarily comprised of brick veneer and cementitious horizontal siding. Shake siding is also used within bump-outs on the second floor of the building. The building also includes balconies and the roof will consist of fiberglass shingles.

Staff believe ground mechanicals will be proposed and <u>recommend that the applicant submit a</u> <u>mechanical plan to the Department of City Development, for review and approval, prior to issuance of a Building Permit.</u>

#### Signage:

The applicant is showing a monument sign on the site plan at the entrance of the site adjacent to W. College Avenue on the east side of the main drive. The monument sign includes a brick base with brick columns on either side of the sign. The monument sign is proposed as part of this Special Use and is subject to a sign permit through the Inspection Department, if approved.

#### Stormwater Management:

The applicant is proposing a storm water pond at the northeast corner of the site. The applicant is currently working with the Engineering Department and Milwaukee County on a detailed plan. Staff recommends that the applicant submit a final storm water management plan to the Engineering Department and Milwaukee County, for review and approval, prior to issuance of a Building Permit. Furthermore, the applicant shall secure a drainage easement from Milwaukee

<u>County and receive approval from the County for any disturbance of trees within Grobschmidt Park.</u> Note that wetland delineations within the park will be required as may be needed, depending upon the final storm water plan. If there any impacts to Unified Development Ordinance protected natural resource features, a Natural Resource Special Exception Application will be required.

#### **Staff Recommendation**

Department of City Development staff recommends approval of the Rezoning, Comprehensive Master Plan Amendment and Special Use, subject to the conditions set forth in the attached draft resolutions and ordinances.

## RESOLUTION NO. 2017-7239

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR A
TWO STORY, 48 UNIT MULTI-FAMILY SENIOR INDEPENDENT
LIVING APARTMENT COMPLEX DEVELOPMENT USE UPON
PROPERTY LOCATED AT 3709 WEST COLLEGE AVENUE
(CHARLOTTE'S GARDEN)
(ROBERT WILLIAMS, TDI ASSOCIATES, INC., APPLICANT)

WHEREAS, Robert Williams, TDI Associates, Inc. having petitioned the City of Franklin for the approval of a Special Use to allow for a two story, 48 unit multi-family senior independent living apartment complex development use, consisting of 8 one bedroom units and 44 two bedroom units with a clubhouse/activity center, 94 underground parking spaces, 30 surface parking spaces, a gazebo, storm water pond and landscaping upon property located at 3709 West College Avenue, bearing Tax Key No. 713-9996-003, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 6537 being part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537; thence South 88°32′26″ West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00°35′36″ West along the westerly line of said Parcel 1, 136.00 feet; thence North 88°32′28″ East 132.00 feet; thence North 00°35′36″ East 136.00 feet to the place of beginning. Containing a net area of 4.1204 acres or 179,487 square feet of land; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 8th day of December, 2016, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Robert Williams, TDI Associates, Inc., for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

- 1. That this Special Use is approved only for the use of the subject property by Robert Williams, TDI Associates, Inc., successors and assigns, for the two story, 48 unit multi-family senior independent living apartment complex development use, which shall be developed in substantial compliance with, and operated and maintained by Robert Williams, TDI Associates, Inc., pursuant to those plans City file-stamped December 14, 2016 and annexed hereto and incorporated herein as Exhibit A.
- 2. Robert Williams, TDI Associates, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Robert Williams, TDI Associates, Inc. two story, 48 unit multi-family senior independent living apartment complex development use (Charlotte's Garden), within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
- 3. The approval granted hereunder is conditional upon the Robert Williams, TDI Associates, Inc. two story, 48 unit multi-family senior independent living apartment complex development use (Charlotte's Garden), for the property located at 3709 West College Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
- 4. The applicant shall revise the site plan to include a gravel connection from the southernmost paved walkway to the existing trail system at Grobschmidt Park, to be reviewed and approved by Department of City Development Staff and Milwaukee County, prior to issuance of a Building Permit.
- 5. The applicant shall submit a revised Landscape Plan, for Department of City Development review and approval, that complies with the minimum planting

quantities of Table 15-5.0302 of the Unified Development Ordinance prior to issuance of a Building Permit. In addition, the applicant shall remove and replace the Pyrus calleryana 'Cleveland Select' Pear tree with a noninvasive ornamental tree type.

- 6. The applicant shall submit of a Conservation Easement for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to issuance of an Occupancy Permit. The applicant shall also submit a second Conservation Easement for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds prior to issuance of an Occupancy Permit, for any protected natural resource features disturbed on the adjacent Milwaukee County lands.
- 7. The applicant shall submit a mechanical plan which shall include any air conditioners addressing location and screening, the retaining wall, and the utility plan to the Department of City Development, for review and approval, prior to issuance of a Building Permit.
- 8. The applicant shall submit a final storm water management plan to the Engineering Department and Milwaukee County, for review and approval, prior to issuance of a Building Permit. Furthermore, the applicant shall secure a drainage easement from Milwaukee County and receive approval from the County for any disturbance of trees within Grobschmidt Park. The applicant and City staff shall also review the construction of the proposed underground parking to ensure proper drainage.
- 9. The applicant shall submit a corrected Project Narrative.
- 10. The applicant shall submit the NFPA sprinkler and fire hydrant requirements as recommended by the Fire Chief.
- 11. The applicant shall submit a revised lighting plan with light pole heights in conformance with the neighborhood but not to exceed 10' in height.
- 12. The applicant shall submit a revised Site Plan prior to issuance of a building permit to reflect stormwater easements and changes to those plans."Add condition #13, "The applicant shall address the garbage dumpster location including review of door size for access and garbage removal.

BE IT FURTHER RESOLVED, that in the event Robert Williams, TDI Associates, Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

ROBERT WILLIAMS, TDI ASSOCIATES, INC. – SPECIAL USE RESOLUTION NO. 2017-7239
Page 4

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2017.

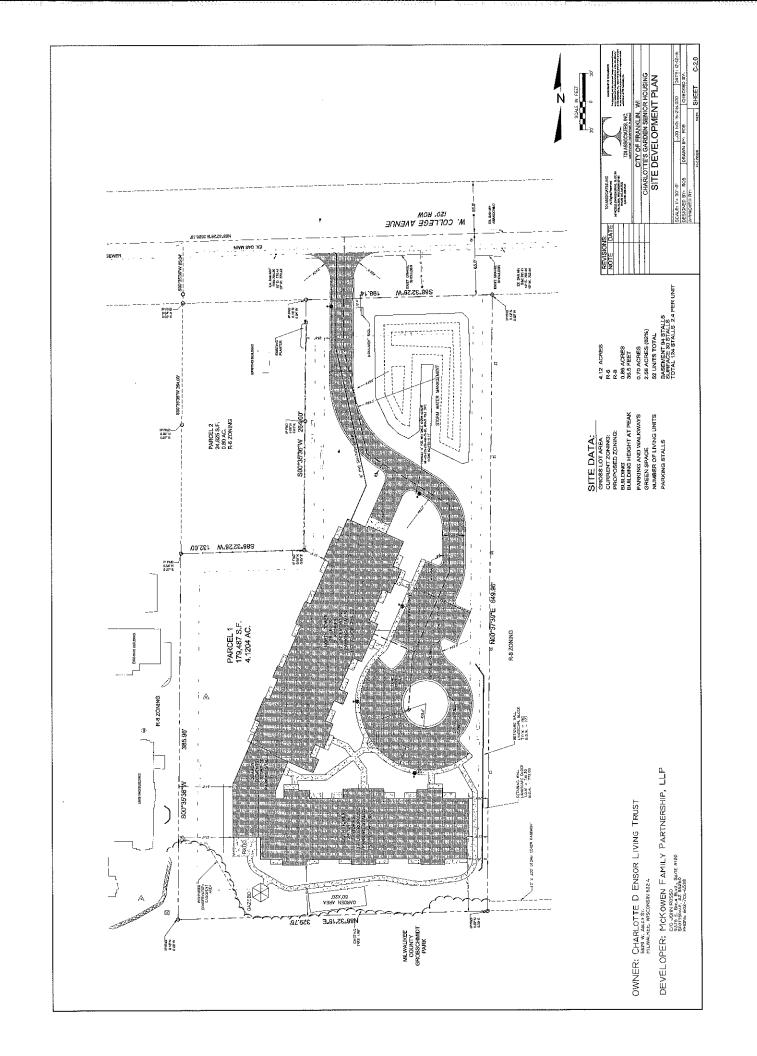
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0



ORDINANCE NO. 2000- 1620
Planned Development District No. 31
(United Financial Group)
Page 5

7.

Building permits shall not be issued for more than 80 dwelling units in any calendar year within Planned Development District No. 31, except for the Single The Forest Hill Highlands senior Family lots. community consisting of up to 15 apartments buildings totaling 616 units with elevator and underground parking, and eight (8) 8-unit direct-entry garage buildings have been townhome approved stipulation that the project would be constructed in phases, each phase not to exceed a total of 80 units, planned over 11 or more years, with verification to the satisfaction of the Planning & Zoning Administrator, prior to issuance of a building permit for any future phase, that all occupied senior living units and the senior community at large, is being operated as a senior community restricted to seniors age 55 and older, pursuant to the Federal and Wisconsin senior housing law exemption provisions, hereinafter defined as "Senior Housing Community". Prior to each phase's building permit application, applicant shall provide Planning and Zoning Administrator with attorney's legal opinion as to the continued legal operation of the senior community restricted to age 55 and older residents along with a certified resident list for all senior community residents. As further security to the City of compliance with the aforesaid requirement to operate as a "Senior Community", applicant shall deliver an Irrevocable Standby Letter of Credit to the Planning and Zoning Administrator prior to the issuance of an initial building permit, in the amount of \$100,000, naming the City as beneficiary, to remain in effect for a period of 10 years from the date of passage of this Ordinance. If at anytime during such 10 year term the aforesaid operate as a "Senior Housing requirement to Community" under occupancy guidelines established pursuant to State and Federal Law, are not met, the City shall draw upon such Letter of Credit in its entirety and deposit such funds into the City's general fund in-lieu-of currently calculating the potential adverse municipal tax base costs and such amount shall be drawn and thereby paid without any offset against or credit to any other lawful taxes, special charges, assessments, impact fees, or the like which may be charged, imposed or otherwise accrue against the property pursuant to law, before or after any such draw.

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/17/17
REPORTS AND RECOMMENDATIONS	Agreement between Milwaukee County and the City of Franklin (Fire Department) for continued participation in the County-wide provision of Advanced Life Support (Paramedic) services.	ITEM NUMBER  G, 8,

The attached agreement allows the Franklin Fire Department to operate as part of the county-wide paramedic system. The Milwaukee County EMS System is widely regarded as a national "model" for provision of pre-hospital emergency medical services (EMS), and the Franklin Fire Department has been providing high-quality ALS services to City and County residents under MCEMS direction since 1989.

The proposed agreement, which was negotiated between the Intergovernmental Cooperation Council and Milwaukee County, with participation and input from the Milwaukee County Association of Fire Chiefs and Milwaukee County Office of Emergency Management-EMS, keeps the majority of supplemental funding intact, and maintains the level of service and direction that currently exists between the two entities.

The agreement is for two years, with option for extension should the Department agree to participate in certain technology initiatives; including a Data Analysis and Quality Improvement platform, as well as sharing of Computer-Aided Dispatch (CAD) information. The shared CAD would allow neighboring municipalities to see which EMS units are busy on calls, and which would be available to respond, allowing for more rapid dispatch and response of the closest available unit. The Fire Chief does not expect participation in this system to significantly impact mutual-aid EMS response call volume in the foreseeable future; however, it is likely to improve existing mutual aid responses by making the dispatch process quicker and more fluid.

The Police Chief maintains responsibility, authority, and oversight of the dispatch center and CAD. He is aware of these technology initiatives and is supportive of participation provided that adequate safeguards for data security and confidentiality are maintained, and additional operating costs are not accrued by the Police Department.

The Fire Chief recommends approval.

## COUNCIL ACTION REQUESTED

Request Council approval of an agreement between the City and Milwaukee County for continued participation in the Milwaukee County EMS system.

### INTERGOVERNMENTAL AGREEMENT BETWEEN MILWAUKEE COUNTY AND CITY OF FRANKLIN FOR EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)

THIS AGREEMENT is entered into pursuant to Section 66,0301, Wisconsin Statutes, between 5 Milwaukee County, a municipal body corporate (hereinafter referred to as "County"), and

City of Franklin, a Wisconsin municipal corporation, pursuant to an 7

- intergovernmental agreement as authorized under the provisions of Wis, Stat. § 66.0301, S
- (hereinafter referred to as "Municipality"). Together, County and Municipality, shall be referred to 9

#### as "Parties". 10

RECITALS:

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- Whereas, Section 66.0301(2), Wisconsin Statute authorizes agreements between a county, city or 13 village for the receipt and furnishing of emergency medical services; and 13
- Whereas, Chapter 256 of the Wis. Stats., Department of Health Services (DHS) Chapter 110 of the 4
- Wis. Administrative Code, Department of Transportation (DOT) Chapter 309 of the Wis. 15
- Administrative Code, which are incorporated by reference into this contract to define emergency [6
- medical services (EMS) as set forth herein; and 17
- 18 Whereas, the County wishes to provide for the coordinated delivery system of EMS services to the
- citizens of the County and others, and both Parties are willing to share in the costs of the program; 19
- and 20

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- Whereas, the County, the Fire Chiefs of Milwaukee County, the Intergovernmental Cooperation 21
- Council (ICC), and the contracted-for-service Medical Director and associated health system, all 22
- desire that fire-based emergency medical services provide for the most efficient and seamless 23
- provision of quality emergency medical care to the residents and visitors of Milwaukee County; and 24
- Now therefore, in consideration of the objectives of the Parties and the mutual benefits accruing to 25
- the Parties from performance of the covenants herein made, it is mutually agreed that this 26
- Agreement sets forth their respective responsibilities in conjunction with the provision of 27
- Emergency Medical Services within Milwaukee County. 28

#### ARTICLE I. PURPOSE AND SCOPE

- The Parties enter into this Agreement for the purpose of providing EMS Services to the Α. citizens and visitors of Milwaukee County, which may include (check all that apply):
- Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred to as "paramedic service"), and/or
- Basic Life Support (BLS) services, and/or, (also hereinafter referred to as "BLS" service"), and/or
  - Advanced Emergency Medical Technician (AEMT) services.

- The Parties agree that the Municipalities in Milwaukee County, the Milwaukee County Fire Chiefs
  Association (MCAFC), the Intergovernmental Cooperation Council (ICC), Milwaukee County and
  its contracted-for-service Medical Director and associated health system, desire that a uniform EMS
  delivery system be in place that enhances resources and benefits to the public in an efficient and
  cost effective manner.
- The Parties agree that EMS services will be performed and their respective duties and 44 responsibilities will be in accord with the provisions of this Agreement and further in accordance 45 with Wisconsin State Statute Chapter 256; Wisconsin Administrative Code, Chapter DHS 110 and 46 Chapter Trans 309; and Milwaukee County Ordinance Chapter 97, as they exist at the time this 47 Agreement is entered into, which are incorporated by reference into this Agreement as if set forth 48 herein. The adoption by reference is intended to incorporate future amendments to the provisions of 49 state law or county ordinance to provide the EMS level services as intended by this Agreement; and 50 if the provisions of state law or county ordinance were or are recodified or renumbered, the 51 reference or adoption is intended to incorporate the recodification or the renumbering. 52

#### ARTICLE II. TERM

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This Agreement shall be effective from January 1, 2017 until December 31, 2018 unless extended or terminated in accordance with terms of this contract.

### ARTICLE III. COUNTY REQUIREMENTS

- A. County will provide both initial (classroom, skills lab, clinical and distance learning) and continuing education training at the paramedic level at no cost to Municipality:
- 1. That have been issued an independent State Emergency Medical Technician Paramedic (EMT-P) license, and
  - 2. Whose paramedics me et the saturation level as defined herein, ARTICLE III(B)(5).
- B. Municipality and County shall work together to create the most efficient means possible to deliver educational services herein with the intent to ensure provider departments are able to provide ALS services to their assigned response area(s) while also balancing the County's access to education resources.
  - 1. County reserves the right to provide services detailed in this section either through County employees or contractors.
- County reserves the right to limit class enrollment and change or cancel class scheduling based on resources to include budget and staff.
- County reserves the right to establish minimum entrance requirements for EMT-P candidates.
  - 4. The education programs shall meet the State of Wisconsin license requirements and qualify students for participation in the National Registry Examination for an Emergency Medical Technician Paramedic (NREMT-P).

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5. County will accept enrollment and continuing education of paramedic providers to a saturation point listed below for each Municipality. Municipality may have a number greater than the saturation number, however, those associated excess education costs shall be borne by said Municipality on a fee for service basis.

			\$	ATURATION NUM	/IBERS	Ž.			
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS		2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	3	27	3	12	39		38	1	39
Greendale	2	18	1	4	22		13	9	22
Greenfield	4	36	2	8	44		42	2	44
Milwaukee	13	117	36	144	261		191	70	261
North Shore	3	27	5	20	47	2.4	33	14	47
Oak Creek	3	27	3	12	39		38	1	1 20
South Milwaukee	3	27	1	4	31		15	16	31
Wauwatosa	3	27	3	12	39		54	-15	54
West Allis	4 //-	36	3 3	12	48	1	62	-14	62
TOTAL	• • •				07 (44.77)		486	84	\$10

<sup>\*</sup> The numbers to be used will be the actual paramedics licensed by January 1st, 2017.

#### a. Paramedic saturation numbers are a balance of:

- i. Paramedic proficiency (increased numbers diminish medical practice occurrences in the field);
  - ii. Staffing complexities of ALS transport units, or Med Units:
- iii. Grandfathering of paramedics already licensed by the Municipality on the date of January 1<sup>st</sup>, 2017; and
  - iv. County budget restraints on education and equipment resources.
- C. County shall provide on-line and off-line medical direction to include formal patient care protocols, policies, procedures and standards and medical oversight for municipal employees active in the provision of EMS services.
- D. County shall maintain the current inventory of cardiac monitor-defibrillator equipment and communication equipment necessary to transmit voice and electrocardiogram (ECG) data on transporting paramedic ambulances, or Med Units, as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50. Capital replacement of cardiac monitors and communication equipment will be based on the annual budgetary appropriations of the County.
- 1. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of paramedic ambulances, or Med Units, in each municipality, shown below.

I. Applicable to Municipalities that hold State EMT-P licenses.

II. Formula based on # Med Units and # of Fire Stations.

III. Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time. E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.

IV. Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time.

V. Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017.

VI. Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.

VII. The Saturation number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.

VIII. Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

	MED UNITS
Franklin	3
Greendale	2
Greenfield	4
Milwaukee	13
North Shore	31.75
Oak Creek	3
South Milwaukee	N. 15 30 A A A
Wauwatosa	3
West Allis	4

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- 2. The County shall consult the Municipality, with adequate advanced notice, for the planned replacement of equipment that is within the County's financial responsibility.
- 3. The County must approve cardiac monitor-defibrillators and communications equipment that is purchased independently by a Municipality before it can be operated in EMS service.
- 4. The County and Municipality will negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new paramedic ambulances, or Med Units, placed in service.
- E. County shall allow municipalities providing BLS services to enter into separate agreements with the County Office of Emergency Management (OEM) EMS Education Center on a fee for service basis for refresher class, continuing education and Internet web based education.
- F. County shall be solely responsible for securing funding, equipment, and education, necessary to allow the Municipality to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board (IRB) via the Association for the Accreditation of Human Protection Programs, Inc. (AARPP) with oversight from a Human Research Protection Program (HRPP). The County shall also:
  - 1. Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.
  - 2. Be responsible to ensure research protocol education and training will be integrated into existing Wisconsin Department of Health Services (DHS) EMS Section mandated continuing education programming whenever possible.
  - 3. Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of protection of human subjects and Office of Emergency Management (OEM) EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).
  - 4. Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed

- upon exchange of services and payment between the County and the Principle Investigator of the study. County will pass along to the Municipality the exchange of services or payments received.
  - 5. Ensure all EMS research studies performed in the County of Milwaukee will be reviewed and approved consistent with the County OEM EMS Research Policies and Procedures and by the County OEM EMS Research Committee.
    - 6. Research is a matter of policy determination by the Milwaukee County Board of Supervisors per MCGO 97.07(6), noting the duties and powers of the emergency medical services council as "recognizing that the county board of supervisors reserves the right to review all policies and programs."

#### ARTICLE IV. MUNICIPALITY REQUIREMENTS

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- The Municipality is responsible for the purchase of any vehicle and all equipment required 1-1-1 under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309. 145 The Municipality is responsible for insuring and maintaining its vehicles and equipment. The 146 Parties agree to collectively develop standard equipment inventory for paramedic services. Non-147 disposable equipment provided by the County shall remain the property of the County and the 148 County may, upon written notification provided 72 hours in advance to the Municipality, remove 149 any County-owned equipment. All equipment purchased by the Municipality will remain property 150 of the Municipality. 151
- B. The Municipality shall assume liability for replacement of County-owned equipment when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality's employee(s). The Municipality will not be held liable for defects in equipment purchased by the County.
- 156 C. If the Municipality performing EMS service chooses to bill users for services, it will do so in accordance with local, state and federal guidelines. Transport coding shall be commensurate with said guidelines, current medical billing standards, and EMS scope of practice. The Municipality shall retain EMS revenue earned to cover the cost of providing services. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for EMS services.
- D. Municipality is responsible for EMS services to conform with Wis. s.s. 256, DHS 110, DOT 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM EMS Division.
- E. Municipality will ensure their County-equipped, on-duty paramedic transport unit resources, or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if requested and the resources are available at the time of the request. Daily operations, to include peak demand periods which require extraordinary resource utilization, may require mutual aid assistance from outside the Municipality. The intent herein is for all requested and available units to be sent to Municipality requesting such mutual aid. Should the sending Municipality require

- similar aid, the same shall hold true. Said Municipality shall not be required to provide services when:
- 173 1. Equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the Municipality requested to make available its paramedic resources;
- a. An emergency condition is defined as a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both;
- b. A hazardous situation is a situation that creates a level of threat to life, property, health or the environment.
- F. Municipality paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available 25% or more during each year in order to count as a Med Unit; Municipality shall provide verification of such availability quarterly to the County.
- 184 G. Municipality agrees that attendance standards for paramedic training set by the County shall be adhered to; in absence thereof, students may be withdrawn from their current training and the Parties shall meet on a case-by-case basis to assess re-enrollment of affected individuals.
- H. Municipality agrees to cooperate with County in administering a progressive quality 187 improvement program consistent with other high performing EMS systems in the United States. 188 This includes specific adherence to existing performance metrics captured and tracked by OEM -189 EMS Quality Assurance/Improvement with deviation standards commensurate with national 190 benchmarking and previously established through a Performance Measurement Initiative (PMI). 191 Municipalities of any EMS service are required to meet PMI requirements in order to maintain 192 medical control and system practice privileges for their EMS providers. Failure of Municipality to 193 comply with PMI standards will result in a loss of County funds outlined in ARTICLE V(B). 194
- Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a National Registry Emergency Medical Technician Paramedic (NREMT-P) throughout their tenure as a paramedic within Milwaukee County.
- J. Municipality shall provide electronic patient care records for patients treated and/or transported by an EMS unit, electronically, within 72 hours, which meets the County's database and/or repository needs. The data collection method utilized by the Municipality shall meet the National EMS Information System Project (NEMSIS) dataset standards in effect during the term of the contract.
- 204 K. Municipality shall provide connectivity to/from the video conferencing system, and also ensure it is operating and maintained, as previously deployed in partnership by County and Municipalities as of the date of execution of this contract.

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- L. Respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.
- M. Municipality shall agree to participate in research as determined by the OEM EMS Research Committee. This could include, but is not limited to enrolling patients, data collection and

educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a research study conducted under authorities in ARTICLE III(F).

#### ARTICLE V. COUNTY FUNDING REQUIREMENTS

A. The County shall include in its adopted annual budget, funds to be paid to contracted Municipality to assist in provision of coordinated, county-wide delivery of paramedic services in the amounts detailed below.

2017: \$1,875,000;

2018: \$1,750,000;

2019: \$1,625,000; available for Municipalities under contract extension only;

2020: \$1,500,000; available for Municipalities under contract extension only.

B. The County shall make payment of the first \$1.5M of the funds detailed in ARTICLE V(A) according to the distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County on the schedule provided below. The County shall make equal payments to the Municipality during the first week of each quarter of the years covered by this agreement.

ICC EMS Formula Schedule. Formula noted in Attachment A:

		DISTRIBUTION OF	COUNTY \$1.5M		
	ORIGINAL ICC FORMULA 2016	ORIGINAL ICC FORMULA 2017	FIRST YEAR OF THE 30-30-40 FORMULA 2018	SECOND YEAR 30-30-40 FORMULA 2019*	THIRD YEAR 30-30-40 FORMULA 2020*
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79
Greendale	\$ -	\$ -	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

<sup>\*</sup> If Contract Extension occurs.

C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the County. Estimates are provided in the table below based on ALS transports between 2013 and the second quarter of 2016. Distribution will be based on the actual number of transports during the contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019. There will be no payments in 2020.

	ACTUAL \$30/ALS TRANSPORT 2016	\$30/	ESTIMATE ALS TRANSPORT 2017	\$30	ESTIMATE /ALS TRANSPORT 2018	\$30/	ESTIMATE ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407,44	\$	16,055.58	\$	10,703.72	\$	5,351.86 \$	
Greendale	\$ 12,764.50	\$	9,573.38	\$	6,382.25	\$	3,191.13 \$	-
Greenfield	\$ 40,108.26	\$	30,081.20	\$	20,054.13	\$	10,027.07 \$	
Milwaukee	\$ 252,214.62	\$	189,160.97	\$	126,107.31	\$	63,053.66 \$	-
North Shore	\$ 44,045.28	\$	33,033.96	\$	22,022.64	\$	11,011.32 \$	
Oak Creek	\$ 25,129.17	\$	18,846.88	\$	12,564.59	\$	6,282.29 \$	-
South Milwaukee	\$ 15,194.37	\$	11,395.78	∷\$	7,597.19	\$	3,798.59 \$	- 1 - V - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Wauwatosa	\$ 38,970.23	\$	29,227.67	\$	19,485.12	\$	9,742.56 \$	- '
West Allis	\$ 50,166.10	\$	37,624.58	\$	25,083.05	\$	12,541.53 \$	
TOTAL**	\$ 500,000	\$	375,000	\$	250,000	\$	125,000 \$	-

<sup>\*</sup> If Contract Extension occurs.

#### ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS

- A. Indemnity and Hold Harmless. Subject to the provisions of Wisconsin law, Municipality and County hereby agree to defend, indemnify and hold the other Party harmless for actions by each Party's respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either Party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either Party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement. Each Party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the Party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence of willful misconduct of the Party indemnified or held harmless.
- B. Insurance and Indemnification. Each Party shall procure the necessary insurance to protect against claims that may arise out of this Agreement. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality, it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the negligence or fault of the County or the County's Medical Director, shall be the responsibility of the County, it being understood and agreed that said Medical Director is the agent of Milwaukee County.
- C. Immunity. The Parties to this Agreement are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wisconsin Statutes or any subsequent amendments thereof.

<sup>\*\* 2017</sup> total shall not exceed \$375,000. 2018 total shall not exceed \$250,000. 2019 total shall not exceed \$125,000.

D. Limitation on Claims. This Agreement shall not give rise to any liability or legal responsibility arising from, or relating to, failure to respond to any request for aid, lack of speed in responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities, training, experience, errors or omissions of responding personnel.

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#### ARTICLE VII. GENERAL PROVISIONS

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- A. Independent Relationship. None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create a partnership, joint venture or any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the Parties or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80 or any other statutory provision. To the extent that indemnification is available and enforceable, the Parties or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
- B. Governmental Functions and No Third Party Rights. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred by the Wisconsin Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.
- C. General Termination. Either party may terminate this Agreement without cause by serving a sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the respective governing body declaring the intention of ending the provision of EMS services or withdrawing support from the EMS system. Additionally, either party may terminate this Agreement for-cause if either party is in material breach of its obligations under the terms of the Agreement. Material breach of any provision of the contract, by either Party, may serve as grounds for termination of the contract. In the event of a material breach of the Agreement, the offending party shall have thirty (30) days from the date notice has been given to initiate correction of the situation. If there is failure to initiate correction at the end of the 30-day period, the contract shall be considered terminated 60 days from the original date of notification and any further obligations on behalf of the Municipality and/or the County are terminated.
- D. Emergency Termination by the County in Critical Service Situations. In recognition that the OEM EMS Program operates to provide health and safety services to all county residents and that situations may arise which would prohibit the delivery of these services, thereby jeopardizing the health and safety of county residents, the County may, with the recommendation of its contracted-for-service Medical Director, suspend this contract on twenty-four (24) hours notice whenever a situation occurs which would prohibit the Municipality from fulfilling its responsibility to provide services to residents at the level mandated by the OEM EMS program and which cannot be corrected within a twenty-four (24) hour time span. For the purposes of this section, situations which might interrupt the delivery of services to residents include, but are not limited to acts of

nature, acts of the Municipality or its employees or any other action which would reduce the availability of trained and authorized EMS providers. In the event such a situation exists which jeopardizes the health and safety of County residents and which warrants execution of the County's right to suspend the contract under this section, the following shall occur:

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- 1. The County shall inform the Municipality in writing of the situation jeopardizing the safety and health of county residents and the intention of the County to suspend the OEM EMS contract for services within 24 hours unless the situation can be addressed and corrected within a time span not to exceed 24 hours from the time of notification. This notification shall include the date and exact time of suspension and shall be delivered to the Municipality either electronically with verification of receipt, or through a postal service with delivery confirmation.
- 2. The Director of the Office of Emergency Management shall inform the Office of the County Executive and the Chair of the Committee on Judiciary, Safety and General Services of the decision to suspend the contract under this section and provide a justification of the action and the anticipated actions required to insure continuous delivery of services to County residents. A full report of the situation shall be provided to the Municipality and made available for the County Board of Supervisors and the County Executive within a ten (10) day period following the execution of the County's right to suspend the contract under this section. This report shall include, but not be limited to, the situation which warranted the suspension of the contract, the actions of the Office of Emergency Management to insure delivery of services to residents once the contract for services was suspended, the plans of the Office of Emergency Management to insure continued delivery of services to residents in the immediate future, and what, if any future contract changes would be required with the Municipality or any other Municipality with which the County contracts for paramedic services to insure the delivery of services.
- 3. Upon notification of the County's intent to suspend the contract under these provisions, the Municipality shall address the concerns of the County within eight (8) hours of receipt of notification of the County's intent to suspend the contract under this section with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour time frame, if the Municipality desires to maintain the operation of the Program(s).
- 4. The County has the right to reject any and all corrective action plans if those plans do not, in the opinion of the County, insure the safety and health of County residents. The contract shall be considered void twenty-four (24) hours from the original date and time of notification and any obligations on behalf of the Municipality and/or the County suspended.
- E. Contract Extensions: Should the County initiate a Capital Project for public safety data interoperability and analytics, Capital Project WO30301 of the 2017 Milwaukee County Recommended Capital Budget, County shall provide written notification to the Municipality. If the Municipality chooses to participate in the Capital Project, the Municipality shall provide written notification in kind and the Municipality shall be eligible for an automatic two-year extension of this contract.
- F. Disputes. Both Parties agree to attempt in good faith to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the

- dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.
- 356 G. Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards
  357 Act. In the performance of work under this Agreement, the Parties shall not discriminate against any
  358 employee or applicant for employment because of race, religion, color, national origin, age, sex,
  359 sexual orientation, gender identity, or handicap, which shall include, but not be limited to,
  360 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
  361 suspension; rates of pay or other forms of compensation; and selection for training including
  362 apprenticeships.
- 363 H. Governing Law. This Agreement has been executed and delivered in, and shall be construed 364 and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee 365 County.
- I. Endorsement. Each signatory to this Agreement represents that he or she has authority from his or her respective Municipality or the County to enter into this Agreement in compliance with Wisconsin State Statutes Section 66.0301.
- J. Amendments. This Agreement may be amended from time to time by mutual agreement of the Parties provided that any amendment shall be in writing and approved by the respective Parties governing body.
- 372 K. Assignment. No Party may assign this Agreement.

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- L. Notices. Any notices under this Agreement given to the Parties shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or sent electronically [should include to whom notices should be sent for each Party].
- M. The Municipality and the County shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of Municipality services provided.

END OF TERMS – SIGNATURE PAGE FOLLOWS

# **ATTACHMENT A**

\$ 1,500,000

	NOITAHIGOG	POPI II ATION SERVED 30% OF POPI II ATION	NOITAIII	SO MILES SEBVED		30% OF SO. MILES	AVG ALS TRANSPORT	40% OF ALS TRANSPORTS	TARGET
Franklin	35,451	3.7% \$	16,845	34.69	%	\$ 65,166	4.2%	\$ 24,935	<u>/ r6 901</u> \$
Greendale	14,332	1.5% \$	6,810	5.57	2.3% \$	\$ 10,463	2.5%	\$ 14,985	\$2,525
Greenfield	36,720	3.9% \$	17,448	11.52	4.8% \$	\$ 21,641	7.2%	\$ 43,241	\$2,530
Milwaukee	612,928	64.7% \$	291,246	100.4	41.9% \$	\$ 188,604	52.3%	313,922	177,507
North Shore	65,240	\$ %6.9	31,000	24.69	10.3% \$	5 46,381	7.9%	5 47,585	\$ 5,4 9,60
Oak Creek	35,053	3.7% \$	16,656	28.45	11.9% \$	\$ 53,444	4.5%	\$ 27,006	5 - 35, 186
South Milwaukee	39,577	4.2% \$	18,806	9.57	4.0% \$	5 17,977	3.1%	3 18,566	35,549
Wauwatosa	47,102	5.0% \$	22,382	13.25	5.5% \$	\$ 24,890	9.1%	5 54,345	S
West Allis	60,624	6.4% \$	28,807	11.41	4.8% \$	\$ 21,434	9.2%	\$ 55,415	S
TOTAL	947,027	100.0% \$	450,000	239.55	\$ %0.001	\$ 450,000	100%	\$ 600,000	\$ 1,500,000

					HEN-YEAR ADJUS	IEN-YEAR ADJUSTMENT FORMULA TO A NEW 30-30-40 FORMULA	A TO A NEW 30-30	0-40 FORMULA				
- 1	2016/2017 10-YR +/- <b>2018</b> 2019	10-YR +/-	2018	2019	2020	2021	2022	2023	2024	2025	2026	(1)を作り(1)を付き
Franklin	-ranklin   \$ 125,004.00 \$ 1,805.74 \$ 123,198.26 \$ 121,392.53 \$ 119,586.79 \$ 117,781.06 \$ 115,975.32 \$ 114,169.59 \$ 112,363.85 \$ 110,558.12 \$ 108,752.38	1,805.74	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79 \$	117,781.06	\$ 115,975.32	\$ 114,169.59	\$ 112,363.85	\$ 110,558.12	\$ 108,752.38	106,967
Greendale	\$ - \$	3,225.85	\$ 3,225.85	3,225.85 \$ 3,225.85 \$ 6,451.71	\$ 9,677.56 \$	\$ 12,903.41 \$	\$ 16,129.27 \$	\$ 19,355.12	\$ 22,580.97	\$ 25,806.83	\$ 29,032.68	32,259
Greenfield	Greenfield \$ 115,149,00 -\$ 3,281,91 \$ 111,867,09 \$ 108,585,17 \$ 105,303.26 \$ 102,021.35 \$	3,281.91	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26	\$ 102,021.35	\$ 98,739.43 \$	\$ 95,457.52 \$	\$ 92,175,61	\$ 88,893.69	\$ 85,611.78	32,330
Milwaukee	\$ 601,066.50 \$	19,270.44	\$ 620,336.94	601,066.50 \$ 19,270.44 \$ 620,336.94 \$ 639,607.38	\$ 658,877.82 \$	\$ 678,148.27	\$ 697,418.71	\$ 716,689.15 \$		735,959.59 \$ 755,230.03	\$ 774,500.47	17.2
North Shore	<u>~</u>	5,628.61	\$ 175,623.89	181,252.50 \$ 5,628.61 \$ 175,623.89 \$ 169,995.27	\$ 164,366.66 \$	\$ 158,738.04	\$ 153,109.43 \$	\$ 147,480.81	\$ 141,852.20	147,480.81 \$ 141,852.20 \$ 136,223.58 \$ 130,594.97	\$ 130,594.97	124,966
Oak Creek	\$ 136,591.50 -\$	3,948.55	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84 \$	\$ 120,797.28	\$ 116,848.73	\$ 112,900.18	₩.	108,951.62 \$ 105,003.07 \$	\$ 101,054.52	97,106
South Milwaukee	South Milwaukee S. 144,916.50 S. 8,956.74 S. 135,959.76 \$ 127,003.02	8,956.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	118,046.28 \$ 109,089.54 \$ 100,132.80 \$	\$ 100,132.80	\$ 70.371,18 \$		82,219.33 \$ 73,262.59 \$ 64,305.85	\$ 64,305.85	67E S6
Wauwatosa	\$ 97,234.50 \$	438.28	\$ 97,672.78	97,234.50 \$ 438.28 \$ 97,672.78 \$ 98,111.07	\$ 98,549.35	\$ 98,987.64	\$ 99,425.92	\$ 99,864.21	❖	100,302.49 \$ 100,740.77 \$ 101,179.06	\$ 101,179.06	101.647
West Allis	Nest Allis 🗦 98,785.50 \$ 686.98 \$ 99,472.48 \$ 100,159.45 \$ 100,1846.43 \$ 101,533.41 \$ 102,220.39 \$ 102,907.36 \$ 103,594.34 \$ 104,281.32 \$ 104,968.30 💽	86.98	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43 \$	\$ 101,533.41	\$ 102,220.39	\$ 102,907.36	\$ 103,594.34	\$ 104,281.32	\$ 104,968.30 💽	105,655
TOTAL	TOTAL \$ 1,500,000		\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00 \$ 1,500,000.00 \$ 1,500,000.00 \$ 1,500,000.00 \$ 1,500,000.00 \$ 1,500,000.00 \$ 1,500,000.00 \$ 3,500,000.00 \$	1,500,000

The intent is to adjust the ICC % formula into a known, data driven distribution.
 Ten years of adjustment time is calculated to reach the target formula.
 The ten year adjustment approach does not guarantee future funding beyond the contract.
 NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
 For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the day and year set forth herein.

For the City of Franklin

By, Mayor Steve Olson	Date	
ATTEST:		
Sandra L. Wesolowski, City Clerk	Dated:	
Paul Rotzenberg, Director of Finance and Treasurer	Dated:	
APPROVED AS TO FORM:		
Jesse A. Wesolowski, City Attorney	Dated:	
For the County of Milwaukee  Office of Emergency Management (OEM):		
•	Date	
Office of Emergency Management (OEM):	Date	
Office of Emergency Management (OEM):  By Christine Westrich, Director of OEM  Corporation Counsel:	Date	
Office of Emergency Management (OEM):  By Christine Westrich, Director of OEM  Corporation Counsel: Reviewed for Execution by Corporation Counsel.	Date  Date  S (CBDP) DBE: rise (DBE);	

Risk Management:		
By Risk Management	Date	
Comptroller:		
·		
By Comptroller Date		<del>-</del>
County Executive:		
Chris Abele, County Executive	Date	
Corporation Counsel: Approved as compliant under Sec. 59.42(	2)(b)5, Stats.:	
By Corporation Counsel	Date	TOTAL CONTRACTOR OF THE STATE O

## **APPROVAL**

REQUEST FOR COUNCIL ACTION **MEETING** DATE

1/17/2017

REPORTS & RECOMMENDATIONS

Tentative Agreement Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2016-2018 Successor Labor Agreement

ITEM NUMBER

G. 9.

City staff responsible for labor negotiations and the Franklin Professional Firefighters, I.A.F.F. Local 2760, associated with the International Association of Firefighters, have reached a Tentative Agreement (TA) for a 2016-2018 labor agreement. The Union's membership recently ratified the agreement on January 5, 2017, and it can be made effective after approval by the Common Council. The Personnel Committee, at their meeting of January 16, 2017, will be asked to approve a motion recommending that the Common Council approve the Tentative Agreement between the City of Franklin and the Franklin Firefighters, I.A.F.F. Local 2760, as presented and as ratified by the Union. Their recommendation will be made available to the Common Council at its meeting.

A Tentative Agreement is different in nature than many items on which a committee or the Common Council is asked to provide a decision. It is not subject to modification. It is an all or nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give and take is an important aspect to remember when evaluating whether or not the proposed agreement is in the best interest of the City. Additionally, the discussions below are summary in nature and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. In reality, as noted above, it is a big package deal with each item potentially influencing other, seemingly unrelated, items.

Following are brief comments on the more substantive provisions of the TA:

- 1: Wages: In very simple terms the core lift to the base is 2% each of the three years, with an extra .5% in the middle of 2018 that will have only a .25% cost in that year. This generally matches the contract recently approved with the Police Officers unit for the same contract period. That agreement and approval were based in part on the available external settlements. As was noted at that time, the wage settlement pattern continues to compare favorably with other settlements from across the state. Additionally, the delayed 2016 implementation date of July 1 (which would be applied retroactively upon approval) results in a fiscal impact that also is commensurate with that provided to non-represented employees and that anticipated in the budget. (Note that the additional .8% that the Police union was provided as a direct offset for the elimination of the College Educational Incentive Program is not included here because there was no comparable offset.) Overall, the wage package was fair and reasonable and commensurate with known external comparables and anticipated internal comparables, particularly in the light of the total agreement.
- 2.A: As was done in the Police contract, carryover of compensatory balances from year to year was restricted to use of the hours (as opposed to cash out) beginning upon ratification so as to improve administrative compliance with WRS rules without incurring penalties.
- 2.B, D, E a, 2.5, 2.8 and Notes: This set of language cooperatively resolves certain scheduling and call-in issues, as well as two outstanding grievances that were held in abeyance. These are operational issues with no significant or clearly measurable cost components. The ability to switch individuals between shifts remains a good option in helping to control overtime, but its greatest impacts may not occur until the department grows in size. Nonetheless, it is beneficial to have the language in place in advance. The Initial Hire Language component provides a method whereby the Department can potentially bring more experienced firefighters onto staff instead of always starting people at the minimum wage, which leads to mostly new hires who need more in-service training and experience.

- 3: The Sick Leave section also has the potential to reduce overtime costs and limit risk by limiting the continuous period of time an employee could remain on sick leave to 90 work days. To counter that cap, the ability to grant a longer leave of absence (a period of no cost to the City, but we retain an obligation to return the individual to a job) was incorporated. With this cap in place, a sick leave incentive (3.C) could be added that is reflective of the same incentive extended to non-represented employees. Essentially, if an employee doesn't take any sick leave, they can accrue some bonus sick leave that can help serve as a short-term disability alternative.
- 4.A: The Health Insurance Premium Co-Pay remained very cooperative language with the union continuing to agree to accept the premium co-pays as established by the City with caps that continued to increase and did not penalize the City for having held premiums in check in recent years.
- 4.B: This language is related to the ability of an employee who is disabled in the line of duty to continue to remain on the City's insurance with a partial City subsidy. This concept has been a part of the contract for a long time and was subject to grievance arbitration a number of years ago. The new language provides some risk management to the existing language and limits the term a disabled member can remain on the plan if that member is disabled from work as a firefighter, but not disabled from work in "a range of jobs," which is wording borrowed from the ADA arena. Similar language was incorporated into the recent Police contract as well. Special consideration was added relative to Wisconsin Statutes 891.4555 which provides firefighters with a presumptive disability in the event of certain illnesses, primarily certain cancers. A rehiring preference was also incorporated since it is in the City and individual's benefit to return to employment in the event of a State-awarded disability.
- 6.A: The changes to workers compensation are largely an administrative work-around to ensure we comply with WRS rules relative to paying for pension contributions while an employee is on Worker's Compensation leave, while at the same time balancing the intent of current language to maintain an employee's take home pay during an on-duty accident that resulted in workers compensation leave. Effectively, it is two changes that are intended to result in no net change from the results of the current contract language. Matching language was recently incorporated into the Police Union contract for the same reasons.
- 6.B: This change helps to limit the fiscal impact of workers compensation leave by addressing and clarifying the degree to which approved leaves, such as holidays or vacations, that occur during a period of workers compensation leave can be rescheduled.
- 12: This addresses an operational issue that the City has pursued for a number of years. Establishing equal status for Fire Lieutenants and Paramedic Lieutenants has numerous benefits for the command structure and for employee development.
- 12.5: The Fire Union feels strongly that the City should move forward with a station alerting system and policy for the stations. This is entirely a management issue, wholly at the discretion of the City, but the Director of Administration did commit to participate in a Labor/Management Committee to investigate such a system. The Committee, naturally, has no fiscal impact itself, but it is a good example of the strong working relationship and spirit of cooperation that was shown during the negotiation process.
- 18: The Dive Team language does not create an immediate fiscal impact, but it establishes the special duty pay should the City's current Dive Team "take it to the next level" with enhanced equipment such that it could engage in mutual aid. In the event the status of the Dive Team should change, the impact on the union members has already been determined.
- 19: The clothing allowance has not increased for many years; as such, a modest increase was determined to be appropriate.
- 20: Periodic Employment Physicals: The City aggressively defended its ability to ensure employees remain fit for duty through periodic employment physicals. A compromise was reached on addressing the employee's status if the doctor

evaluating the employee on the behalf of the City identifies an issue. Access to a short period of light duty will provide an opportunity for the employee's doctor to address the matter with the City's doctor before the employee returns to full duty.

The other language of the TA not mentioned above is either very self explanatory, has very limited impact, or is just considered "clean up" language. A copy of the 2013-2015 Union contract is attached for your convenience as this will be the contract that will be modified with the TA.

As one can see from the Tentative Agreement document, labor negotiation is a complex issue. Discussions and topics went well beyond those items incorporated in the Tentative Agreement. The Tentative Agreement, however, represents a significant amount of success and compromise. Ultimately, both parties worked together to avoid the pit falls that can sabotage success. Although a position of mutual compromise was not found with every issue, the resulting document still represents significant compromise and cooperation on behalf of both parties. With that in mind, the Director of Administration would like to publicly thank the members of the Franklin Professional Firefighters for the spirit of cooperation and professionalism that they brought to the bargaining table.

The Director of Administration, Fire Chief, Assistant Fire Chief, and Human Resource Coordinator recommend approval.

#### COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2016-2018 successor labor agreement and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as he determines is necessary.



January 12, 2017

Mark,

I want to start by saying Thank You! I know that the City of Franklin is under a lot of pressure to make sure they are fiscally responsible with tax dollars and need to make sure that Franklin tax payers are at the top of the list for priorities. With that in mind your team was very understanding in trying to figure out a way to satisfy a 3-year Collective Bargaining Agreement. Our IAFF Representative mentioned multiple times that he appreciates bargaining with you because you are straight forward and work out ways so both sides agree. He also said he learns a thing or two after our meetings.

As you are aware, Thursday, January 5<sup>th</sup>, 2016 Local 2760 had our ratification meeting. There were a number of items that both sides hoped to accomplish, and did so successfully. I sincerely believe that some of the items that the City was looking to accomplish would have been held up if it was not for your assistance in explaining the intent of the language at our ratification meeting. I can share with you, after the meeting, Local 2760 members were very pleased that you took time to answer any questions they had. That hard work paid off. I'm pleased to inform you that at our meeting we voted on the agreement between The City of Franklin and Local 2760 and passed with 24 Yes to 4 No's. We look forward to continuing the great relationship that has been established between you; your office; and Local 2760

Sincerely,

Robert R. Manke President, Local 2760 2970 West Thorncrest Drive Franklin, WI. 53132

## Tentative Agreements between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 December 13, 2016

1. Appendix A-Wages

Adjust wage rates to reflect the following changes: 2.0% - 7/1/2016, 2% - 1/1/2017, 2% - 1/1/2018, and 0.5% - 7/1/2018.

Wage increases would be effective on the start of the pay period closest to, but on or after, the date listed above.

The wage increases are effective only for members who are current active employees on the date that both parties ratify the agreement.

2. Article VI - Wages and Work Schedule

A. Section 4. Amend language related to compensatory time off to ensure compliance with WRS rules relative to WRS payments on compensatory time carried over from one year to the next by adding the following concepts.

<u>Carryover</u>: Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out, except in the case of termination.

<u>Payout:</u> Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensatory time balance accrued during that calendar year (except as noted above). Payout is made at the then current rate of pay.

B. Section 7. Insert the following into Section 7 such that they become the fourth and fifth sentences: "In addition to current policy and for those otherwise within management rights, trades that are not within rank or qualification (meaning Lieutenant, paramedic, and ladder operator), may be cancelled with at least 48 hours notice. Trading by a lieutenant with an approved Reserve Officer does not satisfy the requirement that "one lieutenant shall be on duty at all times" and such trades shall be considered trading below rank and may be cancelled "after the words: "However, a trade of duty time shall not interfere with the operations of the Department".

NOTE: As evidenced by this note as included in a fully executed Tentative Agreement, the City and Union mutually understand that the Letter of Understanding requirement summarized as "one lieutenant shall be on duty at all times" precludes the City from mandating a lieutenant in for the purpose of achieving regular staffing of two lieutenants per shift; however, the parties further

acknowledge that if City were to establish such policy under Management rights it would have the duty to bargain the impact of such action.

NOTE: The parties understand that the minimum number of paramedics per shift will likely be increased by the City to eight (8) in the event that the Common Council authorizes the City to move to regularly providing 4 ALS units.

NOTE: The parties understand that RO trades with Lieutenant do not receive acting pay.

[The "Notes" do not require contract language, but are documented herein for clarification]

- D. Initial Hire Language. Add new section to incorporate the following concepts: "Appointments of new hires shall normally be made at the established minimum ("Step 1") rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in Appendix A. If hired at "Step 2", the employee would move to "Step 3" after six calendar months, to "Step 4" after an additional 12 calendar months (18 months total) and to each successive step after completing each successive 12 months. If the employee is hired at steps 3 through 5, the employee would move to the next successive step after each completed calendar year, meaning there would be no 6 month step during the first year of employment. The Chief shall have the discretion (subject to the oversight of the Mayor as required by law) of offering additional vacation also. This provision does not alter the probation requirements, the seniority level of the new hire, or any other years of service related benefit."
- E. Section 3 (c). Add the following to the end of the existing sentence: ", and such shift change is limited to an expected minimum duration of 27 days in length, which duration may be justified by multiple events or circumstances. Additionally, a member is only subject to one such shift change occurrence per year, based upon the starting date of the shift change, and that a single "occurrence" includes both the move off and the move back on to a shift (with both such moves requiring the 14-day notice)" [NOTE: The parties agree that this addresses and resolves an item brought forth by the Union as a "Repudiation of Alleged Past Practice."]
- 2.5 Alter language throughout as mutually agreed upon to establish that the City will not cancel previously approved compensation leave or floating holiday leave.

#### 2.8 Article VIII Vacations

Incorporate language, as mutually agreed upon, reflecting the Union proposal that a member will not be mandated in for service during the 4 days before a scheduled 9-day vacation cycle.

#### 3. Article X – Sick Leave

- A. Incorporate language establishing a maximum continuous use of sick leave, inclusive of FMLA leave, to not exceed 90 sick days. A "Continuous" period is not interrupted by other paid leave types and is understood to be interrupted by a return to work of at least 3 consecutively scheduled work/shift days.
- B. Extend the allowable leave of absence period in the event of medical need to 6 months for each of the initial-term and the extended-term, based upon documented medical need as provided by the

employee, which is subject to independent medical examination at the cost of the City. Leave of absences shall continue to be administered in accordance with the policy as established from time to time by the City as set forth in the Employee Handbook.

C. Effective 2017, incorporate language for a Sick Leave Incentive program. "Employees who do not take sick leave during a specified four month period (January through April, May through August, and September through December) shall receive 8 hours of additional sick leave, provided the employee worked and was paid for working (including holiday, vacation, and comp-time) at least one complete FLSA cycle during that specified period (unless otherwise required by FMLA). Additionally, an employee receiving each of the 8-hour incentive awards during a calendar year shall receive an additional day (24 hours) of sick leave.

4. Article XIV - Hospital and Surgical Insurance

A. Replace Section 1 with the following, which reflects an update of the dates and rates keeping other language the same:

"Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees except the following maximums shall apply effective 1/1/16: Family (with HRA) \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA) \$139.90. Furthermore the maximum rate caps for future years, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.) except the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium."

- B. Modify Section 2. to clarify the term "disability pension" to incorporate a reference to Wisconsin Statutes 40.65, Duty Disability, and to distinguish benefit levels between an individual who is disabled from "a range of jobs (not just the fire service) and unable to work" and an individual "who is not disabled from a range of jobs but is unable to work in the fire service."
  - 1. The incorporation can be substantially accomplished following or applying language, as applicable, as incorporated into Section 15.03 and 15.04 of the Police Officers Association Contract.
  - 2. Incorporate the following as well: "In the event of a 40.65 duty disability presumptively caused by employment as per Wisconsin Statutes 891.455 or its successor, while such statute remains in effect, the 10-year allowance period shall be extended for a period of 5 years beyond the last episode of the condition (occurring during that 10-year period) that established the presumptive evidence of disability."
  - Add the following where appropriate: "Rehiring Preference: Individuals receiving a 40.65 duty disability after the effective date of this contract may be considered as eligible for placement on a 'Reinstatement List' for a period of three years after the date of receipt of the duty disability, provided such individual meets the qualifications of the position and submits a completed application

during the advertising period. After such 3-year period, the individual may receive a hiring preference equivalent to the "Veterans Rating Adjustment" as provided for by section 5.7.3, or its successor, of the Civil Service System Personnel Administration Program, subject to submission of supporting documentation as may be determined by the City. This provision does not create a property interest in any position or right to employment with the City, nor enhance any such interest or right that may be determined to exist absent this language.

C. Modify language throughout Article XIV to clarify and specifically incorporate the concept that the City is able to create additional plan types, such as but not limited to Employee plus one or high-deductible plans, and ensure it is understood by both parties how that affects application.

#### 5. Article XV - Dental Insurance

Update the language of Article XV replacing the current Section 1 in the manner as reflected in the "marked-up" version as follows:

Section 1. Dental Insurance shall be made available by the City which benefit levels shall be the same as generally applies to non-represented, non-supervisory employees on a self-funded basis effective August 1, 1989. The City shall pay 100% of the single premium. An Employee Employees shall pay the difference between the single premium and any other plan-type premium selected by the Employee. family premium if the family plan is selected.

#### 6. Article XVIII Worker's Compensation

A. Discuss and address application of WRS administrative rules. Clarify language, (1) to confirm WRS compliance, (2) to ensure "in aggregate, the employee's normal net 'take home' pay" and (3) to maintain take home pay stability upon return to work, that the City may deduct in the calculations of normal net take home pay the employee's WRS share in advance, meaning during the period off from work, in lieu of deducting upon return to work, with any aggregate correction as may be required to occur if the employee does not return to work. To do so, add Section 3 as follows:

"Section 3. WRS rules provide for a suspension of applying employee-required contributions while receiving temporary disability compensation but also provides for the employer to make a full recovery (reimbursement) of all suspended payments following a return to work. Therefore, in order to comply with Section 1 and to avoid a reduction in normal net "take home" pay following return to work after receiving temporary Workers Compensation disability payments, the employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS payments that would otherwise be due when maintaining the employee's normal net "take home" pay. The City will then offset this voluntary deduction against allowable additional employee-required contributions that may be recovered from the employee's earnings after the employee returns to work. The aggregate or net impact over the period while receiving temporary Workers Compensation disability payments and after the employee returns to work is to maintain the employee's normal net "take home" pay.

- B. The current contract does not provide language that permits approved leaves, such as holidays, regular off-duty days, or vacation days, that occur during a period of workers compensation leave to be rescheduled. To the extent that such a practice occurs, the City will be providing a notice terminating the past practice, so that the City can more closely comply with the remaining language of the contract. To address the evaporation of this practice, applying existing language from the sick leave per Article X, Section 3, is appropriate. As such, incorporate Section 4. as follows:
  - "Section 4. Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absence due to a condition for which the employee is off work receiving Workers Compensation disability payments shall not be considered a chargeable day of workers compensation leave, except as may be required under FMLA.
  - This section shall be further modified to incorporate the ability for an employee to repost one 3day cycle vacation period per calendar year if the vacation occurred during a period of workers compensation leave.

#### 7. Article XXI College Educational Incentive Program

Add requirement for the City to reimburse payments made by employees for registration on the National Registry of Emergency Medical Technicians if registry on the list is required for continued participation in the Paramedic Program.

#### 8. Retention of Training Investments

Article VI Section 2.(c) provides for reimbursement to the City for costs associated with retroactive paramedic pay if the employee leaves employment within 2 years of receiving such pay. Extend this to 3 years and discuss incorporating ACLS (Advanced Cardiac Life support) and PALS (Pediatric Advanced Life Support) Instructor training fees.

#### 9. Article XXVII Special Duty Pay

Remove Car Seat Technicians from eligibility for special duty pay.

#### 10. Blank

#### 11. Blank

#### 12. Letter of Understanding:

Remove any language establishing unequal status for Fire and EMS Lieutenants, and incorporate language such as the following: "Fire and Paramedic Lieutenants shall have equal status and fire command authority. In the absence of the Battalion Chief, the shift Lieutenants shall act in the capacity of Battalion Chief on a rotating basis with equal opportunity to act as shift commander. The Battalion Chief shall supervise and modify this rotation as needed."

#### 12.5 New Letter of Understanding:

The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system and policy.

#### 13. Recent Grievance Resolution or Confirmation

Discuss, as necessary, grievance issues addressed in 2015 to confirm if contractual language changes are recommended or necessary to aid in or confirm resolution and mutual understanding of the matter(s).

## 14. Updating language throughout and correction of any typos and language clarifications as may be mutually agreed upon.

Such as, but not limited to, the following:

- a. Article I Section 4. Fair Share Agreement. Amend as noted "Section 4. Fair Share Agreement. The City shall deduct monthly Union dues or a lawful an equivalent amount for Non-Union members from the wages of all employees covered by this Agreement. The Union shall submit in writing with Union Seal what the dues will be and such notification will be signed by the Union officers. The City is not under an obligation to deduct and submit the portion of any such amount as provided in the notice if it has a reasonable basis to believe such deduction is unlawful or if its lawfulness cannot be substantiated, which action shall promptly be noticed in writing to the Union upon its initiation.
- b. Article I Section 2. Amend as noted: "Section 2. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining agent for the regular, full-time, sworn Public Safety, employees of the Fire Department of the City of Franklin, but specifically excluding supervisory/management employees and those employees determined by the W.E.R.C. as not being in the bargaining unit."
- c. Article X Section 2. Since it is unclear what would be expected in other separations, such as a non-disciplinary medical separation, amend as noted: "Section 2. All unused accumulated sick leave credit is automatically canceled <u>upon separation</u> if an employee resigns, is discharged for a cause, or is laid off, except that employees that are laid off for reasons not discreditable to them will retain their unused accumulate sick leave provided they are reappointed within one(1) year from the date of layoff."

#### 15. Article XXIX - Duration of Agreement:

Amend language to reflect a new 3-year term subject to mutual agreement, dependent upon the nature of the components of the Agreement.

#### 16. Blank

17. Effective upon ratification, the City acknowledges the Union's stipulation to "no longer take part in building construction and or facilities maintenance that would typically and reasonably be completed by a contractor in other City buildings, with the understanding that such stipulation does not include routine maintenance and/or cleaning that may or may not be completed by a contractor in other City buildings.

#### 18. Dive Team:

Incorporate Dive Team into Special Duty Pay inserting the following prior to the words "shall receive a premium pay of \$46.00 /month": "or a Dive Team that is, and for the period that it continues to be, designated by the Fire Chief, at his sole discretion, as authorized to engage in mutual aid as a Dive Team."

#### 19. Article XIII Clothing Allowance:

Increase to \$475 effective 1/1/17.

20. Periodic Employment Physicals

Incorporate language into a Memorandum of Agreement that addresses that in the event that an employee does not pass the physical/check-up as periodically provided by and required by the City and said employee disputes the results to the Chief, the Chief shall provide the employee, to the extent that it is available as determined by the Chief, access to light duty for a period of up to two weeks, in lieu of immediate placement upon sick leave. Such period provides an opportunity for the employee to resolve the issue with their own doctor. After the two week period, the employee will be placed on sick leave until the issue is resolved. The City reserves the right to require an Independent Medical Examination if there is not resolution following the communication/coordination between the two doctors. The MOU shall state that such document shall not establish or create a requirement that such policy is or shall be in the future a mandatory or required subject of bargaining, nor shall it enhance its status in that regard.

A -		
ΑI	nnra	val:

Date: 12-13-16

For the Union

For the City

Jung Ryant



#### LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2013-2015

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#### **CONTRACT**

## AGREEMENT BETWEEN THE CITY OF FRANKLIN AND

THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.

#### **PREAMBLE**

This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local 2760 I.A.F.F., hereafter referred to as "Association".

WITNESSETH: That it is the intent and purpose of this Agreement to provide sound and mutually beneficial working relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning the rates of pay, wages, hours, and other conditions of employment.

#### ARTICLE I Recognition

- Section 1. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining agent for the regular, full-time employees of the Fire Department of the City of Franklin, but specifically excluding those employees determined by the W.E.R.C. as not being in the bargaining unit.
- <u>Section 2.</u> The Association shall be the exclusive representative of all employees in the bargaining unit in all conferences, negotiations, and grievances.
- <u>Section 3.</u> The Association affirms that it does not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.
- <u>Section 4.</u> Fair Share Agreement. The City shall deduct monthly Union dues or an equivalent amount for Non-Union members from the wages of all employees covered by this Agreement. The Union shall submit in writing with Union Seal what the dues will be and such notification will be signed by the Union officers.

The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union but membership in the Union shall be made available to all employees who apply consistent with the Union Constitution and By-laws. No employee shall be denied Union membership because of race, creed, color, or sex.

The employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit, such amount being the monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the treasurer of the Union on or before the end of the month, following the month in which said deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

As to new employees, such deduction shall be made from the employee's first biweekly paycheck, following thirty (30) calendar days of employment.

The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

## ARTICLE II Management Rights

Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished by the terms and provisions of the Agreement, all rights to manage, direct or supervise the operations of the employer and employees are vested solely in the employer. Such rights, in general, include, but are not limited to, the following:

- (a) To determine its general business practices and policies and to utilize personnel, methods, and means as it deems needed.
- (b) To manage and direct the employees of the employer, to make assignments of jobs, to determine the size and composition of the work force and each employee, and to determine the competence and qualifications of the employees.
- (c) To determine the methods, means, and personnel by which and the location where the operations of the employer are to be conducted.
- (d) To take whatever action may be necessary in situations of emergency.
- (e) To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.
- (f) To suspend, demote, or discharge employees for just cause. (Disciplinary acts and procedures shall be subject to and governed by Section 62.13 (5) of the Wisconsin Statutes).
- (g) To establish or alter the number of shifts, hours of work, work schedules, methods or process.
- (h) To assign and schedule overtime work when required.

(i) To create new positions or departments, to introduce new or improved operations or work practices, to terminate or modify existing positions, departments, operations or work practices, and to consolidate existing positions, departments or operations.

### ARTICLE III Negotiations

- <u>Section 1.</u> Either party may select for itself a negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of Section 111.70 and Section 111.77 of the Wisconsin Statutes.
- Section 2. The Association agrees to submit any proposals relating to changes in wages, hours and conditions of employment to the City no later than September 15th, in the year the contract terminates. The parties agree that any negotiations relating to such proposals shall be commenced no later than September 30th, of said year, and that every effort shall be made to conclude negotiations on those matters which must be included in the Municipal budget before December 1st of said year. The dates set forth in this paragraph may be modified by the mutual consent of the parties.

## ARTICLE IV Association Activity

- Section 1. The Association agrees to conduct its business off the job as much as possible, but this shall not prevent Association stewards or designated Association representatives from processing grievances or engaging in routine business such as posting notices, etc., during regular working hours, provided that such activities do not interfere with normal work operations and that such stewards or representatives limit such activities to a reasonable time period after receiving permission from their immediate supervisor outside the bargaining unit in advance of engaging in such activities.
- <u>Section 2.</u> Association stewards and designated Association representatives shall have the right to post notices relating to legitimate Association business on bulletin board space supplied by the City, provided that a copy of any such notice is given to the Chief prior to posting.
- <u>Section 3.</u> One member of the Association's collective bargaining team may attend bargaining sessions while on duty subject to call.

## ARTICLE V Grievance Procedure

Section 1. A grievance is defined as an alleged violation of a specific provision of this Agreement and Departmental Policies and Procedures, and shall be handled in accordance with the following procedure. In the event a grievance is required to be put in writing, it shall state the specific provision of the Agreement and/or Departmental Policies and Procedures alleged to have been violated.

#### Section 2. Step One.

- (a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.
- (b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance.

#### Section 3. Step Two.

- (a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement.
- (b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure.

#### Section 4. Step Three.

- (a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission.
- (b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.

- (c) Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the aggrieved employee and/or Union which shall be final and binding upon the parties. In making his decision, the arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the City, nor shall any such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the City of such right.
- (d) All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally; however, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Either party requesting a transcript of the hearing shall bear the full cost of same.
- (e) The term "working days" shall not include Saturdays, Sundays, or holidays.

## ARTICLE VI Wages and Work Schedules

Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic shall refer only to Firefighter/Paramedics who have completed their initial paramedic training program. Firefighter/Paramedics who have not yet completed their initial paramedic training program shall be subject to all of the terms and conditions of employment for Firefighters as set forth in the Agreement except rates of pay.

#### Section 2.

- (a) The rates of pay for the various classifications of employees shall be as set forth in Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for payroll purposes only, monthly wage amounts are not subject to change.
- (b) Employees meeting the standards approved by the Fire Chief and assigned to ladder truck driver operations by the Fire Chief shall receive a pay incentive of an additional 1% adjustment to base pay. The Fire Chief shall have the management right to limit the number of employees assigned to ladder truck driver operations and shall have the management right to define the required training and certification. Ladder truck operator shall not be considered a promotional position; however, the Chief shall make such assignment as a ladder truck driver to the most senior Firefighter or a Paramedic/Firefighter meeting the required training and certification, unless said individual previously had such designation revoked. Designation, and continued designation, as a ladder truck operator shall be at the discretion of the Fire Chief. (Supervisor of Equipment shall not be eligible for this additional compensation.)

- (c) The City will agree to pay Paramedic pay retroactive from the initial date of Paramedic training until the results of the National exam are posted, provided, however, the employee passes the exam. If the employee fails to pass the exam at this first attempt, the employee will not continue to accrue any additional potential amount of retroactive pay. Once the employee successfully passes the exam, retroactive Paramedic pay will be awarded for the initial training period (in an amount equal to the amount paid as if the employee had passed the initial exam). If the employee never successfully passes the exam, retroactive pay will not be awarded. Except for separation due to personal medical reasons, an employee who leaves employment less than 2 years from the date of receipt of the retroactive Paramedic pay will reimburse the City a pro-rated amount, and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts.
- (d) For members approved by the Fire Chief to attend an alternate paramedic school and approved for not attending the Milwaukee County EMS paramedic program, where the City has agreed to reimburse the member the tuition and the cost for required books for the member to attend another institution, the member's duty days that coincide with said paramedic training and travel time will be alternatively covered by the City for the purpose of staffing and the member shall still receive their hourly pay during their absence on such portion of those duty days. Despite requiring approval to attend paramedic training at another institution and despite the City funding the tuition through reimbursement, the member's participation is voluntary. The member is not eligible for reimbursement for any class that the member does not pass. Once a member begins attending such an alternate program, the City has generally committed to two (2) successive semesters of participation and, as such, shall not unreasonably withdraw approval for such continued, unbroken participation.

#### Section 3. Hours of Work.

(a) The work week for the Fire Marshal "(or other members on a traditional 40-hour work week) will be forty (40) hours per week, Monday through Friday, with Saturday and Sunday off. The work day will be from 8:00 a.m. to 4:00 p.m. "(or for a four (4) day per week employee will be from 7:00 a.m. to 5:00 p.m.) with time provided for lunch. Flex time may be granted subject to mutual agreement of the chief and employee.

The Fire Marshal may occasionally be scheduled outside of his normal rotation to meet the needs of the Department. Two (2) weeks notice of any change in starting times will be given by the Employer.

(b) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall consist of an average of fifty-six (56) hours per week. The workday shall be a twenty-four (24) hour period starting at 7:00 a.m. The work cycle shall be one (1) workday on duty and one (1) workday off duty for six (6) consecutive workdays followed by three (3) consecutive workdays off duty.

The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at 7:00 a.m. and end at 4:00 p.m. with a one (1) hour lunch break, and 7:00 a.m. to

12:00 noon on Saturday and Sunday. On all Holidays listed in Article VII, excluding the 3 Personal Days, chores will be limited to morning equipment checks, housekeeping chores, and chores determined as necessary for department readiness by the Officer in Charge.

The City shall pay overtime, scheduled days off and otherwise act in accordance with the requirements of the Fair Labor Standards Act.

- (c) The City shall provide a two week advanced notice to any firefighter, firefighter/paramedic, or lieutenant for whom a shift change is required, except in the case of a mandatory emergency call in.
- (d) The City will endeavor to provide the Union, by October 31<sup>st</sup> of each year, with a listing of shift changes scheduled to occur at the start of the next calendar year. The City acknowledges the organizational benefits of meeting such a deadline, and the Union acknowledges that situations may occur that make it impractical or premature to meet such deadline. This subsection shall not constrict or restrain in anyway the City's rights retained in (c) above.
- (e) Flexible Schedule Employee: The normal work week requirement of Section 3 (b) above does not apply to up to a total of three Firefighters and/or Firefighter/Paramedics, who are lowest in seniority, except as further described below. Such employees shall be considered a "Flexible Schedule Employee." maximum of three union personnel may be assigned as a Flexible Schedule Employee at any given time. An assignment as a Flexible Schedule Employee may not exceed a term of three calendar years commencing with the January 1st following the date of hire. A Flexible Schedule Employee assignment may not be given to personnel initially hired unless at least 39 individuals covered by the terms of this collective bargaining agreement (excluding the Fire Marshall), including those on a leave of absence, are in a position to which Section 3 (b) above applies. In the event a departmental vacancy occurs among the 39 positions to which Section 3 (b) above applies, the most senior Flexible Schedule Employee shall be relieved of said assignment before or concurrent with the end of the third complete (whole) FLSA cycle following the vacancy. Flexible Schedule Employees may be moved regularly and frequently between shifts at the discretion of the Fire Chief subject to the constraints set forth in the Flexible Schedule Employee Policy, "Scheduling" section.

Section 4. Overtime pay. Overtime shall be at time and one-half. Overtime pay shall be based upon a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter, overtime shall be paid on the basis of 1/4-hour increments.

Employees who are required to remain after the close of their shift shall not be entitled to the two (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour increments. Employees who are required to report early for their shift are entitled to two (2) hour minimum call back pay, up to and including two (2) hours.

Overtime can be taken as compensatory time off (C.T.O.) or as overtime pay, at the employee's discretion, but in no event shall an employee be permitted to accumulate more than seventy-two (72) hours of compensatory time.

Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in excess of the normal workday or normal work week and will be computed upon a two hundred thirty (230) hours work month.

An employee who is required to be available to testify in court on the employee's off day will be guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay past 4 hours, the employee will be paid for the number of hours worked based on completed 15-minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties that don't interfere with the employee being able to report to court. If an employee is released from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period.

- <u>Section 5.</u> Mileage will be paid at the IRS mileage reimbursement rate for members who use their personal vehicles for required trainings and other use of personal vehicle for City or Department business. A rate of \$1.00 per round trip will be paid for off-duty call backs and station transfers.
- <u>Section 6.</u> Employees temporarily assigned to act as a higher ranking officer (including, but not limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar and fifty cents (\$1.50) per hour while filling that assignment.
- Section 7. A trade of duty time may be made by any Association member with the approval of an officer with notification to the Shift Commander when possible. Such approval shall not be unreasonably withheld. However, a trade of duty time shall not interfere with the operations of the Department, and the City shall not incur any overtime liability because of such trades. Association members recognize that repayment of trades is an obligation between the members and it shall be the responsibility of the individuals involved in the trade to see that they fulfill such obligation.
- <u>Section 8.</u> In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she may obtain a transfer to the position of Firefighter provided that the employee makes a written request to the Department stating his/her reasons for the transfer; the employee is competent to perform the duties of a Firefighter; a suitable replacement is available from Firefighter ranks and the replacement volunteers to be transferred to the position of Firefighter/Paramedic; and the replacement has successfully completed the paramedic training program.

## ARTICLE VII Holidays

Section 1. The members covered under this agreement will receive the following holidays with pay:

- a) New Year's Day
- b) President's Day
- c) Memorial Day
- d) Independence Day
- e) Labor Day
- f) Thanksgiving Day

- g) The day after Thanksgiving
- h) December 24th
- i) December 25th
- j) The day preceding New Years Day
- k) Three (3) Personal Days<sup>1</sup>

- <sup>1</sup> For the initial calendar year of employment for a new employee, the new employee will receive three personal days if they have a starting date prior to March 1, two personal days if they have a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date on or after July 1 but before November 1, and no personal days if they have a starting date on or after November 1.
- Section 2. The Fire Marshal shall receive time off with pay at the rate of eight (8) hours per day for each of the Holidays designated above at a time approved by the Fire Chief, provided, however, that such time off for no more than two (2) holidays may be carried over into the next succeeding calendar year. In the event that the Fire Marshal takes such holiday time off in advance of the actual date of the holiday and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event the Fire Marshal terminates and has not taken time off for a holiday which has occurred prior to his or her termination, he or she shall receive payment for such holiday on his or her final paycheck.
- <u>Section 3.</u> Notwithstanding any other provision of the Agreement, holidays must be arranged so as to not interfere with the normal operations of the Department.
- Section 4. Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters, Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift seniority. The most senior employee on a shift shall have first opportunity to choose a holiday, followed by the next senior employee and so forth until the employees have chosen all holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately. Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their scheduled holidays or triple up at the discretion of the Fire Chief.
- Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to deal with legitimate personal emergencies. Employees wishing to take such leave must first fully inform the Chief of the reasons why they require such leave. The granting of time off for such purposes shall be subject to the sole discretion of the Chief or other designated officer. However, approval of such leave shall not be unreasonably withheld. The Chief or designated officer may approve leave in any time increment he or she deems appropriate, not to exceed a total period of one (1) personal day.
- Section 6. Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one work day off with pay for each holiday designated in Article VII, Section 1 of the Agreement. Holidays shall be taken at a time approved by the Fire Chief. Time off for no more than two (2) holidays may be carried over into the next succeeding calendar year, except as may be permitted by the Fire Chief under special circumstances, with the knowledge and approval of the Director of Administration. In the event an employee takes such holiday time off in advance of the actual day of the holiday and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event an employee terminates his/her employment and has not taken time off for a holiday which has occurred prior to his termination, he shall receive payment for such holiday on his final paycheck.

#### ARTICLE VIII

#### Vacations

#### Section 1. Vacation Benefits

- (a) The Fire Marshal covered under the terms of this Agreement shall have vacation benefits as follows:
  - (1) Eighty (80) hours of vacation with full pay after completion of one (1) year of employment.
  - (2) One hundred twenty (120) hours of vacation with full pay after completion of seven (7) years of employment.
  - (3) One hundred sixty (160) hours of vacation with full pay after completion of thirteen (13) years of employment.
  - (4) Two hundred (200) hours of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is to be taken.
  - (5) In the event that within the current and/or last five calendar years the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major illness not occurred, then those days taken for major illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required in (4) above.
- (b) Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in accordance with the following schedule:
  - (1) Six (6) working days of vacation with full pay after completion of one (1) year of employment.
  - (2) Nine (9) working days of vacation with full pay after completion of seven (7) years of employment.
  - (3) Twelve (12) working days of vacation with full pay after completion of thirteen (13) years of employment.
  - (4) Fifteen (15) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least sixty-five (65) days of sick leave in the year the vacation is to be taken.

- (5) In the event that within the current and/or last five calendar years the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major illness not occurred, then those days taken for major illness sick leave shall be counted to arrive at the sixty-five (65) day sick leave accumulation required in (4) above.
- <u>Section 2.</u> Notwithstanding any other provision contained in this Article, vacations must be arranged, so as not to interfere with the normal operations of the department.
- <u>Section 3.</u> Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Fire Chief under special circumstances, with the knowledge and approval of the Director of Administration.
- Section 4. Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants, Firefighters, and Firefighter Paramedics shall be determined based on the shift seniority. In the first round, the most senior shift employee shall be permitted to select two, three-day vacation cycles followed by the next senior and so forth until all shift members have selected two, three-day cycles. All employees who have earned additional vacation cycles will be permitted to select these cycles, one three-day cycle at a time, in the established seniority rotation. All shift personnel are allowed to triple up on vacations (three individuals selecting the same three-day cycle) provided, following completion of the vacation and holiday selection (meaning after both selection steps combined, not after each selection step), a minimum of two shift personnel are scheduled off on every work day of a shift throughout the year and further provided that a Lieutenant (Fire or Med) is scheduled for every work day throughout the year. (The Chief at his sole discretion may waive the "minimum of two shift personnel..." requirement in the event of excessive staff vacancies.)

## **ARTICLE IX Longevity**

<u>Section 1.</u> Each eligible employee commencing the regular pay period following eligibility shall receive longevity pay in addition to the regular salary based on the following schedule:

Length of Employment	Officers/Fire Marshal	Firefighters
After five 5 years of service	\$14.00/month	\$13,00/month
After ten 10 years of service	\$29.00/month	\$27.00/month
After fifteen 15 years of service	\$43.00/month	\$40.00/month
After twenty 20 years of service	\$58.00/month	\$53.00/month
After twenty-five 25 years of service	\$72.00/month	\$67.00/month

## ARTICLE X Sick Leave

Section 1. Sick leave for all employees shall accrue at the rate of one-half (.5) working day for each full month of service to the maximum cumulative total of one hundred eighty (180) days. A

full month of service for the Fire Marshal and for other members who work a 40-hour work week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a month in which the individual receives pay for at least ten (10) regular work days (or 80 hours in the case of a four (4) day per week employee). A full month of service for Firefighters, Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at least five (5) regular work days.

- Section 2. All unused accumulated sick leave credit is automatically canceled if an employee resigns, is discharged for a cause, or is laid off, except that employees that are laid off for reasons not discreditable to them will retain their unused accumulated sick leave provided they are re-appointed within one (1) year from the date of layoff.
- <u>Section 3.</u> Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absence due to a condition for which sick leave credit would be granted shall not be considered a chargeable day of sick leave.
- Section 4. Except as otherwise required as a continuation of benefits under state and/or federal FMLA rules, at the start of the third calendar month following the date upon which an employee on sick leave reaches the end of the maximum allowable FMLA leave period, such employee continuing on sick leave will not continue to accrue additional sick leave until returning to work. (Example: If FLMA expires April 10, sick leave benefits cease accruing July 1.)

## ARTICLE XI Severance Pay Benefits

- Section 1. Upon separation, except in the case of discharge for cause or when the member has less than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based upon the employee's amount of unused sick leave (sick leave balance) and upon a maximum benefit as calculated for each employee.
  - (a) Calculation of the Maximum Number of Severance Hours (Cap):
    - (1) Factor Method: The maximum number of hours for which an employee can receive a severance payout is equal to the product of (Y) the number of years of service (a fraction truncated to one decimal) completed prior to January 1, 2011, multiplied by (SBF) the applicable "Severance Benefit Factor" for the employee's total years of service (as set forth in "(b)" below) multiplied by three-quarters (.75), plus the product of (Z) the employee's number of years of service (a fraction truncated to one decimal) completed since January 1, 2011, multiplied by (SBF) the applicable "Severance Benefit Factor" for the employee's total years of service (as set forth in "(b)" below).

      [Max = (Y x SBF x .75) + (Z x SBF)]
    - (2) Grandfathering Current Maximum: For members hired prior to 8/31/12, the maximum number of hours for which an employee can receive a severance payout is the greater of that number calculated per number 1. above or the following:

Completed full years of service (max 30, no fraction) x 2 x 8 x 1.4

[Note: This formula equals the cap as per the 2010-2012 Agreement providing a cap of two (2) 8-hour days per year of service. The 1.4 factor adjusts for the adjusted hourly wage rate used within the formula at the time.]

(3) Forty-Hour-Per-Week Employees: For forty-hour-per-week employees, the maximum number of hours for which an employee can receive a severance payout is the following:

Completed full years of service (max 30, no fraction) x 2 x 8

(b) Severance Benefit Factor: The applicable Severance Benefit Factor for an individual is taken from the column/cell to the right of the column/cell that reflects the individual's completed years of service.

Years of	Severance	Years of	Severance	Years of	Severance
Service	Benefit Factor	Service	Benefit Factor	Service	Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80
12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

- (c) Calculation of Severance Pay Benefit:
  - (1) The Severance Pay Benefit for an individual retiring, as per WRS, is the greater of (i) or (ii) below, provided the requirements for that section are met:
    - (i) Factor Method:

Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A (including Ladder Operator Pay)

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at twice the "Maximum Number of Severance Hours" as calculated under "Factor Method" above. In other words, an individual with a Maximum Number of Severance Hours calculated at 500 must have 1,000 (or two times) the number of hours of sick leave available on the book to receive the maximum Severance Pay Benefit.]

(ii) Grandfathering Current Maximum:

Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A (including Ladder Operator Pay)

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at the "Maximum Number of Severance Hours" as calculated under "Grandfathering Current Maximum" above.]

(2) The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee

Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A (including Ladder Operator Pay)

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at the "Maximum Number of Severance Hours" as calculated under "Forty-Hour-Per-Week-Employees" above.]

- (3) The Severance Pay Benefit for an individual separating with at least 5 full years of service, but not retiring as per WRS, is half of the Severance Pay Benefit calculated in "(1) (i)" above.
- (d) Employees Exceeding 30 Years of Service: The total number of years of service that can be applied in the formulas within "(a)" above is 30 years of service. For individuals that exceed 30 years of service, the employee's actual number of years of service completed since January 1, 2011 is used within the formula in (a) (1) "Factor Method," above, and the remaining possible years of service (30 minus years of service since January 1, 2011) is applied as the years of service prior to 2011. (As such, an employee who stays beyond the 30<sup>th</sup> year is increasing the maximum cap by adding additional fully credited year(s) and dropping pre-2011 year(s) credited at three-quarters.)

<u>Section 2.</u> In the case of the death of an employee, that vacation which said employee has earned up to his anniversary date, and holidays not taken, as in accordance with the existing Agreement, shall be paid to the beneficiaries or estate.

## ARTICLE XII Malpractice Insurance

Section 1. The City shall provide malpractice insurance for all Firefighters, Firefighter/Paramedics, and Lieutenants.

## ARTICLE XIII Clothing Allowance

Section 1. Each member covered by this Agreement and an employee actively at work on the following referenced dates shall receive a uniform allowance in the amount of Four Hundred Twenty-Five Dollars (\$425.00) per year, which allowance shall be paid in two (2) equal installments on May 1<sup>st</sup> and November 1<sup>st</sup> of each year. Employees shall not accrue clothing allowance pay for the period of time off work due to duty-incurred or off-duty injury or illness, in the event that they do not return to active duty with the City. If an employee who is off work due to duty-incurred or off-duty injury or illness does return to active duty, such employee, upon

return, shall be entitled to the clothing allowance that they would otherwise have been entitled to, but not more than two such bi-annual payments.

Section 2. All new hired employees shall receive the full uniform allowance at their first pay period, and shall not be eligible to receive any further clothing allowance during that calendar year. If an employee terminates their employment with the City within the first 6 months of employment, the employee shall be required to pay back half (50%) of the uniform allowance, and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts.

## ARTICLE XIV Hospital and Surgical Insurance

Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees except the following maximums shall apply effective 1/1/13: Family (with HRA) \$205, Family (without HRA) \$245, Single (with HRA) \$92.50, and Single (without HRA) \$109.90. Furthermore the maximum rate caps for future years, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year's cap (for example "With HRA" caps for 2014 will be \$220 and \$102.50, etc.) except the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium.

Section 2. Any employee who retires from employment with the City under a regular pension at statutory normal retirement age and who has attained twenty (20) years of full time service with the City or retires under a disability pension shall be eligible for enrollment in the City's conventional hospital and surgical insurance program. The City shall pay seventy-five percent (75%) of the premium amount in effect on the date the employee retires, whatever that figure may be, and will continue to pay that amount toward the employee's health insurance coverage so long as the employee is retired and until the retired employee qualifies for Medicare. Coverage shall not be extended to the retiree while he is covered by another health plan of equal or better benefit at no additional cost to the employee. Coverage shall terminate in the event of the retiree's death.

#### ARTICLE XV Dental Insurance

Section 1. Dental Insurance shall be made available by the City on a self-funded basis effective August 1, 1989. The City shall pay 100% of the single premium. Employees shall pay the difference between the single and family premium if the family plan is selected.

#### ARTICLE XVI Life Insurance

Section 1. The City shall pay the full premium of the Life Insurance Plan currently in effect for each member, and shall retain the right to designate the insurance carrier.

#### ARTICLE XVII

#### Wisconsin Retirement Fund

Section 1. For all employees covered by this Agreement who were hired prior to July 1, 2011, and who participate through the City of Franklin in WRS:

- effective the start of the pay period closest to, but on or after, January 1, 2013, (a) each such employee will pay a portion of the contribution required by the WRS equal to 3% of the employee's gross earnings, per WRS Guidelines, and
- effective the start of the pay period closest to, but on or after, January 1, 2014, (b) each such employee will pay a portion of the contribution required by the WRS equal to the full employee share, as identified by WRS and as per WRS Guidelines (currently the employee share of the WRS rate as actuarially determined by the WRS for general employees).

Section 2. In accordance with State law and effective January 1, 2013, all employees covered by this agreement who were hired on or after July 1, 2011, must contribute the full employee's share to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially determined by the WRS for general employees.

#### **ARTICLE XVIII** Worker's Compensation

- Section 1. All employees covered by this Agreement who are eligible for Worker's Compensation benefits for temporary-total or temporary-partial disability because of their employment with the City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home" pay. As indicated, this does not impact benefits for permanent disability.
- Section 2. Any Worker's Compensation payments received by said member shall be paid over to the City. When the City shall have made any such payment and the employee makes claim for damages other than disability insurance carried by an employee at his own expense against any third party and/or such third party's insurer, the City shall be entitled to receive from any damage recovery by such employee, reimbursement for wages paid in the same proportion as prescribed by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation.

#### ARTICLE XIX

#### **Funeral Leave**

Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related to the funeral, attend funeral services or ceremonies, or to handle matters related to the resolution of the estate of specified relatives. Funeral leave will be restricted to these types of activities. Upon application, a leave of absence of two (2) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or motherin-law. If the relative's death occurs on or the news first arrives during a duty day when the employee is already at work, the employee is allowed to leave work; the duty day is considered

funeral leave; and the employee is allowed the two (2) additional days applied above. Leave will normally be used the two (2) scheduled work days immediately following the death of the relative. Upon application, one (1) day with full pay shall be allowed in the event of the death of the member's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child and step-brother/sister. Upon application, one (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle, if the funeral falls on a scheduled workday and the member attends the funeral or service. Funeral leave for those relatives that allow 1 day off will normally be used within 1 week (7 days) of the death. Both parties recognize that these time constraints may not fit all situations and provisions will be made to provide for such leave for services that fall outside the norm.

Section 2. All applications for funeral leave shall be in writing and accompanied by a copy of the obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another officer in the Chief's absence, at the time of request for such leave. The funeral leave is not to be deducted from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral leave can be substituted for the vacation or holiday leave.

### **ARTICLE XX Military Leave**

- <u>Section 1.</u> Each member of the Association who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave of absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of evidence of receipt of authentic orders.
- Section 2. Any member of the Association who has completed one (1) year of continuous service with the City shall be compensated for the difference between their base service pay and their base departmental compensation for a period equivalent to the approved military leave, but not to exceed 112 hours per year, if the base service compensation is less than the base City compensation.

## ARTICLE XXI College Educational Incentive Program

- <u>Section 1.</u> Employees who have completed 2 years of full time service with the City shall be eligible for the following education reimbursement:
  - (a) Five (5) members per year may be reimbursed for tuition for college classes up to a maximum of \$1000 each. To be eligible for this reimbursement, the following conditions must be met:
    - (1) Tuition reimbursement is subject to approval by the Fire Chief.
    - (2) Tuition reimbursement will be paid after proof of completion of the course and grade, such as a transcript, are submitted to the Chief. An employee will be reimbursed up to \$1000 if he attains an A, up to \$750 for a B, and up to \$500 for a C.

- (3) An employee who receives tuition reimbursement from the City agrees to continue his/her employment with the City for 2 years following the date of the education reimbursement. An employee who leaves employment less than 2 years from the date of reimbursement shall reimburse the City for all such tuition reimbursement received during the previous 2 years, and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts.
- (4) The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth in this Section (a) above.
- (b) Employees who receive State Certification for recognized State Certification courses shall receive \$3.00 per month for each level of State Certification, including but not limited to the following: M.P.O., Instructor, Officer, Fire Inspection, Car Seat Technician, SCBA Technician, Aerial, and EMT Instructor.
- Section 2. Payment shall be made within thirty (30) days following the close of each calendar year.

### ARTICLE XXII Voluntary Benefit Provisions

- Section 1. AFLAC. Employees shall have the option of purchasing short-term disability insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer protection insurance from AFLAC. Employee participation in this 100% employee paid benefit requires that premiums be paid through payroll deduction.
- Section 2. <u>Liberty Mutual (Auto and Home Insurance)</u>. Employees have the option of purchasing auto and home insurance from Liberty Mutual under their Group Savings Plan.

## ARTICLE XXIII Direct Deposit

- <u>Section 1.</u> All employees will be required to sign up for Direct Deposit of payroll checks. The City agrees to pay for the cost of any fees imposed as a result of the City's error.
- <u>Section 2.</u> The City agrees to provide electronic transfer of employee deferred compensation contributions to City approved deferred compensation plans.

### ARTICLE XXIV Donation of Vacation Time

Section 1. Employees may donate vacation time to another employee in the event of illness or injury if the ill or injured employee does not have sick, compensatory, or vacation time left in his/her account. An employee may donate a maximum of 25% of such donor employee's current

accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate limit to such transfer of vacation time by all other employees to any one employee of two hundred (200) hours in a two (2) year period. All such requests for transfer of vacation time under this Section shall be in writing and approved by the Director of Administration. This donation of time is also subject to discretion of the employee's Department Head and based on workload and staffing of the Department.

#### ARTICLE XXV Promotions

- <u>Section 1.</u> Promotions shall be affected in accordance with Section 62.13 Wis. Stats. The City shall post promotional opportunities on a bulletin board where bargaining unit employees are working for a period of fifteen (15) calendar days.
- Section 2. An employee selected for promotion shall be given a trial period which shall be set by the Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any initial period designated for employee training. If during the trial period the employee is found not to be qualified or does not wish to continue employment in the position to which he/she is promoted, the City shall return the employee to his/her former position.

#### ARTICLE XXVI Consolidation

Section 1. Should the City decide to consolidate its Fire Department with another municipality(ies), the City will honor the existing contract for wages and benefits until a new service provider is in place. Once the decision to consolidate is made, the City will agree to have the Union represented in the consolidation process and will be open to their concerns.

## ARTICLE XXVII Special Duty Pay

Section 1. Members who are active on a technician level Haz-Mat Team (as defined by NFPA 472) or a technician level Technical Rescue Team (as defined by NFPA 1670c.11; including trench and excavation search and rescue; along with the sub-disciplines of confined space search and rescue, rope rescue, and vehicle and machinery rescue) shall receive a premium pay of \$46.00/month. In addition, a premium pay equal to 50% of the above rate will be paid to Car Seat Technicians who maintain their certification and actively perform car seat checks as part of a Department sanctioned inspection program. The determination of membership on these teams shall be at the sole discretion of management, using the current promotion process for appointment to the Teams. Special duty pay does not apply to a general level of competency in a functional or operational area that is generally expected of all members of the department.

### ARTICLE XXVIII Long Term Disability

Section 1. A Long Term Disability Insurance Policy will cover all members of this agreement. The members will pay all costs of this voluntary program. The City will provide for a payroll deduction, and forward the premium payments to the agreed upon insurance company.

#### ARTICLE XXIX Duration of Agreement

- Section 1. This Agreement shall become effective January 1, 2013 and shall continue in full force and effect until December 31, 2015. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.
- Section 2. The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. In the event of an impasse, each party reserves the right to seek agreement through mediation/arbitration.
- Section 3. If any part or all parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 24th day of

, 2013 at Franklin, Wisconsin.

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Mayor, Thomas M. Taylor	President, Robert Manke
Abudra J. Weselowski Director of Clerk Services, Sandra Wesolowski	Vice-President, Brad Polaske
Mark MI Mullida	2) 5
Director of Administration, Mark Luberda	Treasurer, Dillon Gavinski
OF FRANCE	alt. J
	Secretary, John Young
SEAL	Yauls Sullt
	Bargaining Member, Paul Guilbert III
Mar Town	
William Control	Bargaining Member Paul Rynders

#### APPENDIX A

The following are the rates of pay for the various classifications of employees:

01/01/2(	013 - 2%	01/01/2013 - 2% increase ***												
	Firefi	Firefighters	Firefighters + L Operator	ighters + Ladder Operator	Fire %	Fire Marshal	Para: Firef	Paramedic/ Firefighter	Paramedic/ Firefighter + Ladder Operator	ledic/ hter + )perator	Fire Lie	Fire Lieutenants	Fire Lieutenant with full practice Paramedic*	nant with e :*
	Based on	Based on 2,912 hours	Based on 2,912 hours	,912 hours	Based on	Based on 2,080 hours	Based on	Based on 2,912 hours	Based on 2,912	n 2,912	Based on 2	Based on 2,912 hours Based on 2,912 hours	Based on 2	912 hours
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6	, , , , , , , , , , , , , , , , , , ,			¢2 074 62	¢3E 77	\$4 AEE 77	\$17.00	\$4 125 08	\$17.17	\$17.17 \$4.166.33	¢17 ¤¢	\$4 330 81	\$18.18	\$4.410.81
months	270.44	סדירכה כל		_1_	T/1070	ナイ・ナンフ・・・・	Ĺ	7,12,00	1	21,71,1	2	10.0000	) i	10000
Step 2 7-12								· . — · · ·			-			
months	\$16.77	\$4,069.70	\$16,94	\$4,110.40	\$27.22	\$4,718.95	\$17.59	\$4,267.51	\$17.76	\$17.76 \$4,310,19	\$18.44	\$4,475.87	\$18.77	\$4,555.87
Step 3														
13-24														
months	\$19.53	\$4,739.62	\$19.73	\$4,787.02	\$28.77	\$4,986.03	\$20.49	\$4,971.72	\$20.69	\$20.69 \$5,021.44	\$21.52	\$5,222.29	\$21.85	\$21.85 \$5,302.29
Step 4														
25-36														٠
months	\$20.21	\$4,903.15	\$20.41	\$4,952.18	\$30.28	\$5,249.26	\$21,18	\$5,140.53	\$21.40	\$21.40 \$5,191.94	\$22.26	\$5,401.64	\$22.59	\$22.59 \$5,481.64
Step 5														
37-48														
months	\$20.88	\$ \$5,066.67	\$21.09	\$5,117.34	\$31,79	\$5,510.57	\$21.91	\$5,317.23	\$22.13	\$22.13 \$5,370.40	\$23.01	\$5,583.64	\$23.34	\$23.34 \$5,663.64
Step 6														
48+														
months	\$23.01	\$5,583.64	\$23.24	\$5,639,48	\$33.34	\$5,779.55	\$24.77	\$6,010.92	\$25.02	\$25.02 \$6,071.03		\$26.02 \$6,314.22	\$26,35	\$26,35 \$6,394,22

\*This position reflects a flat \$80/month increase above the Lieutenant position.
\*\* All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

12/10/12	U1/U1/ZU14 - 3% increase	ncrease												
	Firefi	Firefighters	Firefighters + Ladder Operator	s + Ladder ator	Fire S	Fire Marshal	Parai Firef	Paramedic/ Firefighter	Paramedic/ Firefighter + Ladder Operator	ıedic/ hter + Operator	Fire Lleg	Fire Lleutenants	Fire Lieutenant with full practice Paramedlc*	nant with e :*
	Based on	Based on 2,912 hours	Based on 2,912 hours	912 hours	Based on	Based on 2,080 hours	Based on	Based on 2,912 hours	Based on 2,912	ก 2,912	Based on 2	Based on 2,912 hours Based on 2,912 hours	Based on 2	,912 hours
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourty	Monthly	Hourly	Monthly
Step 1 0-6														
months	\$16.70	\$4,053.24	\$16.87	\$4,093.77	\$26.48	\$4,589.39	\$17.51	\$4,248.83	\$17.68	\$17.68 \$4,291.32	\$18.38	\$4,460.73	\$18.71	\$4,540,73
Step 2														
7-12														
months	\$17.27	\$4,191.79	\$17,45	\$4,233.71	\$28.04	\$4,860.52	\$18.11	\$4,395.54	\$18.29	\$18.29 \$4,439.50	\$19.00	\$4,610.15	\$19.33	\$19.33 \$4,690.15
Step 3														
13-24				*******			•							
months	\$20.12	\$4,881.81	\$20.32	\$4,930.63	\$29.63	\$5,135.61	\$21.10	\$5,120.87	\$21.31	\$21.31 \$5,172.08	\$22.17	\$5,378.96	\$22.50	\$5,458.96
Step 4														
25-36														
months	\$20.81	\$5,050.24	\$21.02	\$5,100.74	\$31.19	\$5,406.74	\$21.82	\$5,294.75	\$22,04	\$22,04 \$5,347.70	\$22.93	\$5,563.69	\$23.26	\$5,643.69
Step 5														
37-48														
months	\$21.51	\$5,218.67	\$21.72	\$5,270,86	\$32.75	\$5,675.89	\$22.57	\$5,476.75	\$22.79	\$22.79 \$5,531.52		\$23.70 \$5,751.15	\$24.03	\$24.03 \$5,831.15
Step 6		<b>L</b>												
48+														
months	\$23.70	\$5,751.15	\$23.94	\$5,808.66	\$34.34	\$5,952.94	\$25.51	\$6,191.25		\$25.77 \$6,253.16	\$26.80	\$6,503.65	\$27.13	\$27.13 \$6,583.65
* 17	ition roflood	*This position rofle ate a flat COO!	and the second s	la arrada ana	11011400	40 141 000								

\*This position reflects a flat \$80/month increase above the Lleutenant position. \*\* All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

01/01/20	015 - 3%	01/01/2015 - 3% increase **												
	Firefi	Firefighters	Firefighters + Ladder Operator	s+Ladder ator	Fire N	Fire Marshaf	Parar Firef	Paramedic/ Firefighter	Paramedic/ Firefighter + Ladder Operator	nedic/ hter + )perator	Fire Líe	Fire Lieutenants	Fire Lieutenant with full practice Paramedic*	mant with
	Based on	Based on 2,912 hours	Based on 2,912 hours	,912 hours	Based on	Based on 2,080 hours	Based on	Based on 2,912 hours	Based on 2,912	ก 2,912	Based on 2	Based on 2,912 hours Based on 2,912 hours	Based on 2	,912 hours
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1											•			
9-0														
months	\$17.20	\$4,174.84	\$17.38	\$4,216.59	\$27,27	\$4,727.07	\$18,03	\$4,376.29	\$18.21	\$18.21 \$4,420.05	\$18,93	\$4,594.55	\$19.26	\$19.26 \$4,674.55
Step 2														
7-12				arat des a										
months	\$17.79	\$4,317.54	\$17.97	\$4,360.72	\$28.88	\$5,006.34	\$18.66	\$4,527.41	\$18.84	\$18.84 \$4,572.68	\$19.57	\$4,748.45	\$19.90	\$4,828.45
Step 3														
13-24				***	•									
months	\$20.72	\$5,028.26	\$20.93	\$5,078.54	\$30.52	\$5,289.68	\$21.74	\$5,274.50	\$21.95	\$21.95 \$5,327.25	\$22.83	\$5,540.33	\$23.16	\$23.16 \$5,620.33
Step 4				l <del></del>										
25-36					• • • • • • • • • • • • • • • • • • • •									
months	\$21,44	\$5,201.75	\$21.65	\$5,253.77	\$32.13	\$5,568,94	\$22.47	\$5,453.59	\$22.70	\$22.70 \$5,508.13	\$23.62	\$5,730,60	\$23.94	\$23.94 \$5,810.60
Step 5														
37-48										•				
months	\$22,15	\$5,375.23	\$22.37	\$5,428.98	\$33,73	\$5,846.17	\$23.25	\$5,641.05	\$23.48	\$23.48 \$5,697.46	\$24.41	\$5,923.68	\$24.74	\$24.74 \$6,003.68
Step 6														
48+											•			
months	\$24.41	\$5,923.68		\$24.65 \$5,982.92	\$35.37	\$6,131.53	\$26.28	\$6,376.99		\$26.54 \$6,440.76		\$27.60 \$6,698.76		\$27.93 \$6,778.76
		,						4						

\*This position reflects a flat \$80/month increase above the Lieutenant position. \*\* All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

## Letter of Understanding Between City of Franklin and the Franklin Professional Firefighter Association Local 2760 I.A.F.F.

The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's participation in the plan in a manner similar to the current plans, 2) the plan has fee or administrative requirements substantially more burdensome than the current plans, or 3) the plan requires termination of any of the City's existing plans.

## Letter of Understanding Between City of Franklin and the Franklin Professional Firefighter Association Local 2760 I.A.F.F.

In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select vacations and holidays in the same process with bargaining unit members and in the context of the mutually negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:

- 1. A Paramedic (Med) Lieutenant can act as Battalion Chief and can take fire command; however, a Fire Lieutenant assigned to the same shift (red, green, black) shall have priority for such designation.
- 2. Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being mandated in, a Battalion Chief may elect to work in place of an Association member during such overtime opportunity.
- 3. All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application of the sole discretion shall not be interpreted as to create a past practice.
- 4. Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the total paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6 month (approximate based on payroll dates) period. In the event the ratio exceeds 50.0%, the City can mandate in the least senior, straight-time available individual (including FLSA and vacation and holiday cycle considerations) until the ratio falls back under 50.0%. The City will post the data and ratio following each pay period if the ratio is exceeded. Relative to vacation and holiday considerations, employees will not be mandated on the day before and after a scheduled holiday and the four days leading up to scheduled vacations and the four days after. [Note: This mandate restriction for this circumstance is different than the current mandate policy.]

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# APPROVAL Skee

## REQUEST FOR COUNCIL ACTION

MEETING DATE

1/17/2017

REPORTS & RECOMMENDATIONS

Benefit Exceptions for Sergeants as Impacted by the 2016 to 2018 Labor Agreement with the Franklin Professional Police Officers Association ITEM NUMBER

GIO.

There are two items to consider relative to benefits and wages for Sergeants as a result of the contract settlement with the Police labor union.

**First**, the current adopted Employee Handbook indicates that certain "fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to members of the Franklin Police Officers Association, as if they were written directly herein in such a manner."

The list included "College Incentive". College Incentive was a payment that amounted to \$576 for each member who had at least 64 college credits and was paid in a lump sum prior to the end of January of each year for the prior year's service. The new contract for the Franklin Police Officers Association, however, eliminated the annual College Educational Incentive Program. Therefore, effective for 2016 for Police union members, the College Incentive Payment (that would have been paid in January of 2017) was converted to a commensurate increase in base wages (.8%). The end result is that the same amount was paid to union members over the course of the 2016 year, instead of as a January 2017 lump sum.

With the elimination of the College Incentive language from the labor contract, there is no remaining authority to make the annual payment to Sergeants. Similarly, there was no separate adjustment to wages approved by the Common Council as an offsetting payment as occurred for union members.

The purpose of this Council Action Sheet is to gain approval for allowing the equivalent of the College Incentive Payment to be paid to Sergeants in January of 2017 (which covers the 2016 calendar period) and, going forward, to adjust the wages of existing Sergeants by .8% effective with the start of the first pay period of 2017. This would bring current Sergeants back into alignment with the officers and eliminate an effective .8% increase in compression. Additionally, the approval for the new Classification and Compensation plan provided a Market Rate Special Circumstance for Sergeants. In that policy, the effective salary minimum for Sergeants within the Grade 9 range was adjusted to provide a 7.5% differential above the current top Patrol Officer annual wage, which also adjusted the applicable Market Rate for the position. As such, the .8% base wage adjustment also needs to be reflected in the Market Rate Special Circumstance to retain the 7.5% differential. Together, these actions rectify both the actual wages and the background policy statement.

Second, the Employee Handbook also stipulates the following:

"Sergeants are eligible to receive Compensation Time (Comp Time) - In lieu of pay, Sergeants may accumulate compensatory time off to a maximum balance of eighty two and one-half (82.5) hours. Overtime will be in pay if the employee's balance is 82.5 hours. All overtime balances may be carried forward and not paid out during or at the end of a year. Overtime may be taken off with the Chief's approval."

It is not required by current policy that comp time policy for Sergeants match the union members comp time policy. Nonetheless, the contract addressed some important related administrative issues, so it is reasonable and valuable to address them at this time as well. The new labor contract provided for an increase in allowable accumulation from 150 hours to 200 hours. A commensurate increase for Sergeants would be a one-third increase to 110 hours. Use of comp time is generally only approved in circumstances where sufficient staffing exists such that overtime would not typically be required to fill the shift absence created by use of comp time. The result is that comp time generally saves money but sacrifices productivity (working hours). If it ends up causing overtime or is paid out, then it is arguably a wash. As such, the allowable comp time level is largely an operational issue. The Police Chief and Director of Administration recommend approval of increasing the comp time allowance for Sergeants to 110 hours.

Relative to comp time, the labor contract also included some new language on carryover of comp time from year to year and limitations on pay outs. Similar language is being incorporated into the Fire union contract as they are also WRS participating employees. The carryover language that restricts payout for balances carried forward to a subsequent year is necessary to address WRS regulations and avoid penalties. The payout language is to provide some administrative relief to Payroll so that comp time payouts, which are performed as a special step, are limited to one pay period per month, excluding December.

The Employee Handbook would be revised as follows:

"Sergeants are eligible to receive Compensation Time (Comp Time) - In lieu of pay, Sergeants may accumulate compensatory time off to a maximum balance of one hundred and ten (110) eighty two and one half (82.5) hours. Overtime will be in pay for any portion of overtime earned if the employee's compensation time balance would exceed 110 is 82.5 hours. All overtime balances may be carried forward and not paid out during or at the end of a year. Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out except in the case of termination. Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensation time balance accrued during that calendar year. Payout is made at the then current rate of pay. Overtime Compensation time may be taken off with the Chief's approval. By carrying forward compensation time into a subsequent year, the employee is acknowledging the City's policies and practices for granting use of compensation time as reasonable." (A non-marked-up version would be incorporated.)

The Personnel Committee is being asked to provide a recommendation on these items at their meeting of January 16, 2017. Their recommendation will be forwarded to the Common Council at its meeting. Staff recommends approval of a motion as set forth below.

#### COUNCIL ACTION REQUESTED

Motion to approve an amendment to the Employee Handbook as follows: (1) to retain a 2017 payment to Sergeants (to be issued in February) equivalent to the College Incentive payment previously provided by the WPPA labor contract that expired 12/31/15, (2) to increase the wages for Sergeants by .8% beginning with the start of the first pay period of 2017, (3) to direct the Director of Administration to modify the Employee Handbook to reflect the .8% adjustment to the Market Rate Special Circumstance for Sergeants, and (4) to amend the Sergeant's Compensatory Time policy language as set forth in the Council Action Sheet dated 1/17/2017.