OFFICIAL NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CUDAHY, WI. TO BE HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DRIVE, CUDAHY, WI. TUESDAY, DECEMBER 1, 2015 at 7:00 P.M.

Certification of the open meeting law requirements and approval of the agenda.
Call of roll and announcement of presence or absence of a quorum.
Pledge of Allegiance
Moment of Silence

PUBLIC HEARINGS & PRESENTATIONS

None

*PUBLIC COMMENT (agenda items only).

CONSENT AGENDA ITEMS

(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda").

1. Minutes of the Personnel Committee held November 17, 2015.
2. Minutes of the Claims Committee held November 17, 2015.
3. Minutes of the Community Development Authority held October 27, 2015 and November 10, 2015.
4. Minutes of the Water Utility Commission held November 12, 2015.
5. Minutes of the Board of Health held September 22, 2015 and October 27, 2015.

ITEMS REMOVED FROM CONSENT AGENDA

OLD BUSINESS

NEW BUSINESS (including items for future agenda consideration or Committee Assignment)

1. Discussion and necessary action regarding minutes of the meeting of the City of Cudahy Common Council held November 17, 2015.
2. Discussion and necessary action regarding setting the dates for the 2016 Common Council Meetings.
3. Discussion and necessary action regarding the approval of a contract with CBC Engineers for the engineering design of the Squire Avenue Parking lot.
4. Discussion and necessary action regarding the Green Infrastructure ten-year maintenance covenant with the Milwaukee Metropolitan Sewerage District as part of the grant funded bio=basins on Packard Avenue & Squire.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES

- DPW Director's update on Snow removal Issues expected for 2016 season

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

ORDINANCES

1. Discussion and necessary action regarding Ordinance No. 2306.5 entitled "An Ordinance Fixing the Wages, Salaries and Fringe Benefits of the City of Cudahy Police Department **Command** Officers Commencing January 1, 2016".
2. Discussion and necessary action regarding Ordinance No. 2294.6 entitled "An Ordinance Fixing the Salaries and Providing Fringe Benefits for Certain **Elected** City Officials and Employees of the City of Cudahy for 2016 through 2018".
3. Discussion and necessary action regarding Ordinance No. 2312.5 entitled "An Ordinance Fixing the Salary and Fringe Benefits for the Department **Battalion Chiefs** in the city of Cudahy Fire Department for 2016".

4. Discussion and necessary action regarding Ordinance No. 2357.3 entitled "An Ordinance Concerning the Memorandum of Agreement between City of Cudahy and Local #1801 International Association of **Firefighters** AFL-CIO January 1, 2016 through December 31, 2016".
5. Discussion and necessary action regarding Ordinance No. 2373.10 entitled "An Ordinance Fixing the Salaries and Providing Fringe Benefits for **Department Heads** of the City of Cudahy for 2016".
6. Discussion and necessary action regarding Ordinance No. 2374.14 entitled "An Ordinance Fixing the Salaries of Certain **Non-Union** Employees of the City of Cudahy for 2016".
7. Discussion and necessary action regarding Ordinance No. 2375.3 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the **Police Chief** in the City of Cudahy Police Department for 2016".
8. Discussion and necessary action regarding approval of Ordinance No. 2376.3 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the **Fire Chief** in the City of Cudahy Fire Department for 2016".
9. Discussion and necessary action regarding Ordinance No. 2377.3 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the **Captain** of Police in the City of Cudahy Police Department for 2016".

PASSAGE OF RESOLUTIONS

None

***PUBLIC COMMENT** (on any subject items).

***Public Comment Notice:** Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Council, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.*

CLOSED SESSION

1. Adjourn into closed session per State Statute 19.85 (1)(e)(g) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session and/or to confer with legal counsel with respect to ongoing and/or likely litigation:
   a. Review offer to purchase for 5000 S. Barland Ave.
2. Adjourn closed session and reconvene in open session.
3. Discussion and appropriate action regarding items discussed in closed session.

ADJOURN

PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act. Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Cudahy City Clerk at 769-2204. (FAX 769-2257). This meeting room is wheelchair accessible from the West entrance of South Lake Drive.

CA #1

MINUTES OF THE PERSONNEL COMMITTEE MEETING
HELD AT THE CITY OF CUDAHY MUNICIPAL BUILDING,
5050 S LAKE DR. CUDAHY, WI, ON
Tuesday, November 17, 2015

ROLL CALL

Ald. Schissel called the meeting to order at 6:00 P.M. The following answered, "present" to roll call: Ald. Moralez, Schissel, Litkowiec, Hollenbeck, and Bartoshevich. Mayor Hohenfeldt, City Clerk Broderick, Deputy Clerk Toms-Neary, Library Director Roepke, Chief Poellot, Sgt. Kitzrow, Sgt. Zblewski, Public Health Officer Lepak and DPW Director Lange were also in attendance.

MEETING STATEMENT

The proper open meeting statement was read at this time.

Old Business

None

New Business

1. Discussion and necessary action regarding Ordinance No. 2294.6 "An Ordinance Fixing the Salaries and Providing Fringe Benefits for Certain Elected City Officials and Employees of the City of Cudahy for 2016 through 2018". **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. LITKOWIEC** to set all elected officials wages at 0% for 2016, 0%, for 2017 and 0% for 2018 with the exception of the City Attorney position. City Attorney wage to be set at 0% for 2016, 2% for 2017 and 2% for 2018. On the roll call vote, motion carried unanimously.
2. Adjourn into closed session per State Statute 19.85 (1)(c)(e) to conduct business with competitive or bargaining implications. a) Discussion regarding Police Command, Police Captain and Police Chief. **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. HOLLENBECK** to adjourn into closed session at 6:36 P.M. On the roll call vote, motion carried unanimously.
3. Adjourn closed session and reconvene in open session. **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. HOLLENBECK** to adjourn closed session and reconvene in open session. Motion carried unanimously.
4. Discussion and appropriate action regarding items discussed in closed session if necessary. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. BARTOSHEVICH** to approve 3% increase for command staff and agree to wording change in the command ordinance regarding Lieutenant's cash-in of comp time. On the roll call vote, motion carried unanimously.
5. Adjourn. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. BARTOSHEVICH** to adjourn at 6:55 P.M.

Attest:
Mary Schissel, Chairperson

CA #2

MINUTES OF THE CLAIMS COMMITTEE MEETING OF THE CITY OF CUDAHY, WI HELD AT THE MUNICIPAL BUILDING 5050 S. LAKE DR. TUESDAY, NOVEMBER 17, 2015

ROLL CALL

The Comptroller took roll call:

Comptroller J. Williamson	Present
City Accountant Bruce Schuknecht	Present
Mayor Hohenfeldt	Present

OPEN MEETING STATEMENT

Open meeting statement read by Chairman Williamson and the meeting was called to order at 11:04 A.M.

NEW BUSINESS

1. Claim of WE Energies, Customer Care Centers/Claims A145, WE Energies PO Box 1132, Milwaukee, WI 53201 regarding damage to transformer by city of Cudhay Snow Plow at corner of E. Barnard and Sweet Applewood Ln. on or about November 25, 2014 with damages in the amount of $3,622.09. **MOTION BY MAYOR HOHENFELDT, SECOND BY BRUCE SCHUKNECHT** to deny claim. Motion carried unanimously.
2. Claim of Sharon & Peter Pisarek of 36632 E. Somers Ave. regarding damage to two vehicles by falling tree on October 15, 2015 in the amount of $500.00. It was noted that the tree was not on the removal list, had no record of problems and was in good health. **MOTION BY BRUCE SCHUKNECHT, SECOND BY MAYOR HOHENFELDT** to deny. Motion carried unanimously.
3. Claim of Chad Crull of 3902 E. Cudahy Ave. regarding damage to car tire and rim when it hit the damaged curb across from home on July 9, 2015 in the amount of $1,034.90. **MOTION BY BRUCE SCHUKNECHT, SECOND BY MAYOR HOHENFELDT** to deny. Motion carried unanimously.

MOTION TO ADJOURN

A motion to adjourn was made by Bruce Schuknecht and seconded by Mayor Hohenfeldt to adjourn at 11:20 A.M. Motion carried.

Respectfully submitted,
James P. Williamson, Comptroller

CA #3

MINUTES OF THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR., MILWAUKEE COUNTY, WI HELD Tuesday October 27, 2015 @ 5:30 P.M.

ROLL CALL

Chairperson Ald. Jason Litkowiec called the meeting to order at 5:32 pm. The following answered "present" to the roll call: Bob Grams, Ray Glowacki, and Ald. Randy Hollenbeck. Marty Van Hoof arrived ten minutes late, with Joan Houlehen and Randy Pheifer excused. Also present Development Director Brian Biernat, Mayor John Hohenfeldt, and Executive Director Bruce Schuknecht.

MEETING STATEMENT

The proper open meeting statement was read at this time.

MINUTES

MOTION WAS MADE BY BOB GRAMS, SECOND BY RAY GLOWACKI to approve the minutes from the September 22, 2015 CDA meeting. Motion carried unanimously.

OLD BUSINESS

1. None.

NEW BUSINESS

3. Update regarding Judith Ebert's Letter of Interest involving the CDA-owned parcel at 4849 S. Packard Avenue and its planned development for a retail coffee shop business. Review and take appropriate action on the request to extend the term of the Letter of Interest. MOTION MADE BY RAY GLOWACKI, SECOND BY ALD. RANDY HOLLENBECK to grant a 90 day extension for the planned development for a retail coffee shop business located at 4849 S. Packard Avenue. Motion carried unanimously.

2. Review and take appropriate action regarding a request for additional TIF assistance submitted by Charles Audi d/b/a Charlie's Discount Tobacco and Liquor, via a change order addressing increased costs for site paving. MOTION MADE BY RAY GLOWACKI, SECOND BY ALD. RANDY HOLLENBECK to approve additional TIF money not to exceed $ 24,112 for asphalt paving and concrete curbing. Motion carried unanimously.

4. Review and take appropriate action regarding the staff recommended contract for services submitted by Vandewalle & Associates, Inc., for assisting in preparation of creation of a new Redevelopment District based on the Statutory Redevelopment Plan specified on page 140 of the 2020 Comprehensive Plan of the City of Cudahy regarding the Penn Place Gateway District. 2015 budgeted department funds are available for this project. MOTION MADE BY RAY GLOWACKI, SECOND BY MARTY VAN HOOF to a approve a contract for services with Vandewalle & Associates, Inc. regarding the Penn Place Gateway District, not to exceed $ 15,000 and taken from the 2015 Economic Development budget. Motion carried unanimously.

5. Update regarding the Layton Square Development. Discussion ensued with an additional CDA meeting scheduled for November 10, 2015, no action taken.

6. Review and take appropriate action regarding a proposal for additional TIF participation in the Haven at Sweet Applewood project made possible by the accelerated construction schedule for completion of Phase II. MOTION MADE BY RAY GLOWACKI, SECOND BY ALD. RANDY HOLLENBECK to conduct future discussions upon completion of the project. Motion carried unanimously.

MOTION MADE BY MARTY VAN HOOF, SECOND BY BOB GRAMS to adjourn the meeting at 6:29pm. Motion carried unanimously.

CA #3

MINUTES OF THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR., MILWAUKEE COUNTY, WI HELD Tuesday November 10, 2015 @ 5:30 P.M.

ROLL CALL

Chairman Ald. Jason Litkowiec called the meeting to order at 5:31 pm. The following answered "present" to the roll call: Ald. Randy Hollenbeck, Joan Houlehen, Randy Pheifer, Bob Grams, and Ray Glowacki . Marty Van Hoof was excused. Also present Development Director Brian Biernat, Mayor John Hohenfeldt, and Executive Director Bruce Schuknecht.

MEETING STATEMENT

The proper open meeting statement was read at this time.

MINUTES

MOTION WAS MADE BY RAY GLOWACKI, SECOND BY RANDY PHEIFER to approve the minutes from the October 24, 2015 CDA meeting. Motion carried unanimously.

OLD BUSINESS

1. None

NEWBUSINESS

2. None

CLOSED SESSION

Adjourn into closed session per Wis. Stat. 19.85(1)(e)(g) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and/or to confer with legal counsel with respect to ongoing and/or likely litigation: **MOTION MADE BY RAY GLOWACKI, SECOND BY RANDY PHEIFER** to adjourn into closed session. Motion carried unanimously.

MOTION MADE BY RANDY PHEIFER, SECOND BY BOB GRAMS to adjourn the closed session and reconvene in open session. Motion carried unanimously.

Reconvene in Open Session

Discuss and take appropriate action regarding the development agreement and lender addendum to the development agreement between and among the City of Cudahy, the Community Development Authority of the City of Cudahy, Layton Square Cudahy LLC, and Midwest Affordable Housing Corporation involving the Layton Square development at 3503-53 E. Layton Avenue, submitted by Bear Development. **MOTION MADE BY ALD. RANDY HOLLENBECK, SECOND BY BOB GRAMS** to approve the development agreement and the lender addendum with Midwest Affordable Housing Corporation involving the Layton Square development at 3503-53 E. Layton Avenue, submitted by Bear Development. Motion carried unanimously.

3. Review and take appropriate action regarding CDA Resolution #01-2015. **MOTION MADE BY BOB GRAMS, SECOND BY JOAN HOULEHEN** to approve CDA Resolution #01-2015. Motion carried unanimously.

MOTION MADE BY RANDY PHEIFER, SECOND BY BOB GRAMS to adjourn the meeting at 5:52pm. Motion carried unanimously.

CA #4

MINUTES OF A MEETING OF THE WATER UTILITY COMMISSION OF THE CITY OF CUDAHY, WISCONSIN HELD AT CITY HALL 5050 S. LAKE DRIVE ON THURSDAY NOVEMBER 12, 2015

The meeting was called to order at 4:30 P.M. by Chairman Miller with the following members in attendance: Mr. O'Connell, Mr. Kober and Mr. Kramer. Superintendent Miller and Director of PW Lange also present. Mr. Hanson absent and excused.

APPROVE MINUTES OF THE SEPTEMBER 24, 2015 MEETING

Moved by Mr. Kramer, second by Mr. Kober to approve the minutes of the September 24, 2015 meeting.
All voting in favor.

RATE CASE

Superintendent Miller presented the Commission with proposed rates from the WI-PSC. There was discussion on the impact to various customer classes. There was also discussion on the additional revenue this would generate and if it would allow the ability to fund needed projects.

Move by Mr. Kramer, second by Mr. Kober to direct Superintendent Miller to notify the WIPSC to proceed with the rate process using the proposed rates.

Mr. Kramer, Mr. Kober, Mr. Miller voting in favor.
Mr. O'Connell abstains

Motion passed.

ADJOURNMENT

There being no further business, it was moved by Mr. Kramer, second by Mr. Kober to adjourn.
All voting in favor (5:00 PM)

Ken Kramer-Secretary, Attest: Bill Miller

CA #5

MINUTES OF BOARD OF HEALTH MEETING OF CITY OF CUDAHY	Page 1 of 2	
	Meeting Date - **Tuesday:**	**Sept 22, 2015**
	Held at Health Department:	Library Room
	Address: Cudahy Municipal Building	
	5050 South Lake Drive	
	Cudahy, WI 53110	

ROLL CALL

The meeting was called to order at 5:45 PM by Acting Chairperson Health Officer Lepak

Board of Health Member Attendance	Present	Absent Excused	Absent
Patricia Borkowski	X		
Lynn Damitz	Remote		
Katie Lepak, Health Officer	X		
Alderperson Mary Schissel		X	
Dr. Robert Shampo			X
Dr. David Sherman, Medical Advisor		X	
Crystal Silkwood, School Board Member	Remote		
Neal White Secretary	X		
Patti Wisniewski		X	

Also present: David Pluymers Southern Regional Director, Wisconsin Division of Public Health
Mayor John Hoenfeldt

OPENING STATEMENT

The proper opening statement was read.

APPROVE MINUTES

Moved by Patti Borkowski, seconded by Neal White to approve the minutes of the June 23rd, 2015 meeting.
Motion unanimously carried.

INTRODUCTION

Mr. Pluymers presented a plaque designating the Cudahy Health Department as a Level III health department. This level was determined by a 140 review of the department that took place in December 2014. Mayor Hoenfeldt accepted the plaque on behalf of the City of Cudahy.

HEALTH OFFICER'S REPORT

1. Animal Bite Policy

Motion by Neal White, seconded by Patricia Borkowski to accept the Animal Bite Policy and Procedure as written. A copy was distributed to all Board Members.
All voting in favor.

2. Heather Lemcke, CMA-BSM

Heather is the new Clerk/Certified Medical Assistant that has been hired to handle administrative and healthcare responsibilities for the Cudahy Health Department.

3. Recent events

- National Night Out - The Health Department was an active participant in the event held August 6th 2015.
- Katie Lepak, Health Officer recently participated in a FEMA training session.
- The Health Department has been an active participant in the Cudahy Farmer's Market with attendance and displays at the market once a month.
- The 2015 Flu Clinic was successfully held on September 21st.

4. ASQ Ages and Stages Developmental Questionnaire
An online questionnaire for parents and guardians to help evaluate their child's development will be available October 1st on the Health Department section of the city website. It will provide important feedback and progress on the development of infants 1 month of age through age 5 ½ years.

5. Internet Safety Forum
A session on Internet Safety will be held on October 8th at City of Cudahy Council Chambers, sponsored by the Healthiest Cudahy Collaboration. It will deal with the different "Apps", the risks involved and what parents can do to keep themselves and their children safe.

OTHER BUSINESS
Annette Schmidt and Cheryl Orlando have resigned from the Health Department. Cheryl is now the Cudahy School District Nurse. A new Public Health Nurse Coordinator is starting October 15th. Interviews are in progress for the Public Health Nurse position.

Moved by Neal White, seconded by Patricia Borkowski to accept the Health Officer's report.
All voting in favor.

NEXT MEETING
The next meeting will be on Tuesday October 27th, 2015 at 5:45 PM.

ADJOURN
Moved by Katie Lepak, seconded by Patricia Borkowski to adjourn at 6:46 PM.
All voting in favor.

Respectfully submitted,
Neal White
Neal White, Secretary

CA #5

MINUTES OF BOARD OF HEALTH MEETING OF CITY OF CUDAHY	Page 1 of 3	
	Meeting Date - Tuesday:	Oct, 27th 2015
	Held at Health Department:	Library Room
	Address: Cudahy Municipal Building	
	5050 South Lake Drive	
	Cudahy, WI 53110	

ROLL CALL

The meeting was called to order at 5:46 PM by Acting Chairperson Health Officer Lepak

Board of Health Member Attendance	Present	Absent Excused	Absent
Patricia Borkowski	X		
Lynn Damitz	X		
Katie Lepak, Health Officer	X		
Alderperson Mary Schissel	X		
Dr. Robert Shampo			X
Dr. David Sherman, Medical Advisor	X		
Crystal Silkwood, School Board Member	X		
Neal White Secretary	X		
Patti Wisniewski	X		

Also present: Krystal Rafenstein Nurse Coordinator/Deputy Health Officer, Renee Beeman Public Health Nurse, and Health Lemcke Health Technician/Admin Asst.

OPENING STATEMENT

The proper opening statement was read.

APPROVE MINUTES

Moved by Dr. Sherman, seconded by Ald. Mary Schissel to approve the minutes of the September 15th, 2015 meeting.
Motion unanimously carried.

INTRODUCTION

Health Officer Katie Lepak introduced and reviewed the duties of the three new staff members:

- Heather Lemcke Public Health Technician/Administrative Assistant
- Renee Beeman Public Health Nurse
- Krystal Rafenstein Clinical Services Coordinator/Deputy Health Officer

HEALTH OFFICER'S REPORT

1. Accreditation
   The Health Department is on target and will be submitting a letter of intent to begin the process of becoming nationally accredited.

2. Online ASQ Ages and Stages Questionnaire
   The online questionnaire is up and running on the City of Cudahy website under the Health Department Page. This will enable parents and caregivers with children ages 0-5 to answer a questionnaire about the development of their child/children. This document will then be reviewed by a health department staff member who will then follow-up with the parent/caregiver.

3. Zombie Walk
   Sixty-seven people participated and it was considered a successful event.

4. Upcoming Events
   - Internet Safety Presentation October 28th 6-8pm presented by Detective Ayala and IT Director Jay Fernandez.
   - Farmer's Market October 28th 3-7pm with education focus on healthy colorful foods and recipe book handouts.
   - American Red Cross Blood Drive November 3rd 2-6pm being held in the Council Chambers

5. New Immunization Clinic Hours
   We have now opened up full day clinics twice a week on Tuesdays and Thursdays. There has been a significant increase in clientele appointments in the first two days of this change.

6. Dental Varnishing
   We are now able to implement the Dental Varnishing Program. Children ages 6 months to 6 years can have dental varnish painted on their teeth to increase their dental health. Dental varnishing can be done up to 4 times per year.

7. Reproductive Health Services
   This is an educational and counseling program for women in their reproductive years. The program is designed to increase reproductive health and help women navigate through reproductive years whether they want to have children or decide not have children. Board Members received a list of included services and supplies within this program.

8. Availability
   Katie Lepak emphasized the importance of this health department's availability to its community members. The new staff is passionate about being a more present figure in the community to increase the health and well-being of the Cudahy residents. Hours have been extended as part of this effort.

9. The mayor has asked all departments to decrease their budget by 1.5%, resulting in an approximate $7000 decrease for the health department. The department is exploring creative ways to continue all services and possibly increase use of grants.

10. Dr. Sherman has agreed to continue as the Interim Chairperson of the Board of Health.

11. Meeting Schedule 2016
    January 26th
    March 22nd
    May 17th
    September 27th
    October 25th

    Moved by Ald. Mary Schissel, seconded by Crystal Silkwood. All voting in favor.

Other Business

1. Dr. Sherman recommended WIC make available recipes that utilize what the Farmer's Market vendors are selling so clients are encouraged to purchase a wider variety of food. Some clients may not know what to do with some of the vegetables if they are not familiar with them.

2. Patti Wisniewski stated the Farmer's Market will be a greater success next year, now that the road construction is complete.

NEXT MEETING
The next meeting will be on Tuesday January 26th 2016 at 5:45 PM.

ADJOURN
Moved by Patti Borkowski, seconded by Ald. Mary Schissel to adjourn at 6:35 PM.
All voting in favor.

Respectfully submitted,

Neal White
Neal White, Secretary

NB #1

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR. MILWAUKEE COUNTY, WISCONSIN
TUESDAY, NOVEMBER 17, 2015 AT 7:00 P.M.

CERTIFICATION OF OPEN MEETING LAW REQUIREMENTS AND APPROVAL OF THE AGENDA

The proper open meeting statement was read at this time.

ROLL CALL

Mayor John Hohenfeldt called the meeting to order at 7:00 PM. The following answered, "present" to the roll call: Council Members Moralez, Schissel, Hollenbeck, Litkowiec and Bartoshevich. DPW Director Lange, Deputy Clerk Toms-Neary, Finance Director Schuknecht, Comptroller Williamson, Library Director Roepke, Police Chief Poellot, Battalion Chief Posda, Public Health Officer Lepak, City Clerk Broderick and City Attorney Eberhardy were also in attendance.

PUBLIC HEARINGS & PRESENTATIONS

Public Hearing on the proposed 2016 budget of the City of Cudahy

Mayor Hohenfeldt gave an overview of the proposed budget, opened the public hearing at 7:30 P.M. and called for public comment.

Jerry Wenglewski of 3717 E. Carpenter Avenue spoke regarding snow plowing of alleys.

After calling three times, there were no other members of the public who wished to speak.

Mayor Hohenfeldt closed the public hearing at 7:32 P.M.

PUBLIC COMMENT (agenda items)

None

MOTION MADE BY ALD. LITKOWIEC, SECOND BY ALD. SCHISSEL to approve the items listed on the consent agenda. On the roll call vote motion carried unanimously.

1. Minutes of the Regular Meeting of the Common Council held November 3, 2015.
2. Minutes of the Finance Committee held November 3, 2015.
3. Minutes of the Personnel Committee held November 3, 2015.
4. Minutes of the Plan Commission held October 13, 2015.
5. Minutes of the Design Review Board held October 13, 2015.
6. Minutes of the Tourism Commission held: 02/20/14, 03/20/14, 04/17/14, 04/23/14, 05/22/14, 05/29/14, 06/19/14, 07/10/14, 09/18/14, 11/06/14, 01/15/15, 02/19/15, 03/19/15 and 04/16/15.
7. Claims ending October 31, 2015 in the amount of $1,037,633.03.

ITEMS REMOVED FROM CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Alderperson Hollenbeck left the Common Council at 7:35 P.M.

1. Discussion and necessary action regarding minutes of the meeting of the City of Cudahy Rules, Laws & License Committee held November 4, 2015. **MOTION BY ALD. MORALEZ, SECOND BY ALD. BARTOSHEVICH** to approve. On the roll call vote, Alderpersons Moralez, Schissel, Litkowiec and Bartoshevich voted "aye". Alderperson Hollenbeck "abstained". Motion carried.
2. Discussion and necessary action regarding request of Felipe Hopp, Agent for Cudahy's Pancake House for Class B Combination Liquor license at 4753 S. Packard Avenue pending payment of fees. **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. MORALEZ** to approve. Discussion and necessary action regarding adoption of 2016 City Budget and to set City Tax Levy.
3. Discussion and necessary action regarding adoption of 2016 City Budget and to set City Tax Levy. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. BARTOSHEVICH** to approve the budget amendments presented by the Finance Director and other amendments presented at this meeting and to set the levy at $8,526,507 a 3.097% increase over 2015. On the roll call vote, Alderpersons Moralez, Schissel, Litkowiec and Bartoshevich voted "aye". Alderperson Hollenbeck voted "no". Motion carried.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES

Mayor:

- Update on Economic Development
- Update from Plan Commission November meeting.
- October report Care for Cudahy Inspection Summary
- Monthly Inspection Department Report

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

ORDINANCES

1. Discussion and necessary action regarding Ordinance No. 2425 entitled "An Ordinance Amending City of Cudahy Municipal Code Subsection 8.56(5) Concerning Storm Water Customer Classes for 2 through 4 Family Residential Properties". **MOTION BY ALD. MORALEZ, SECOND BY ALD. BARTOSHEVICH** to approve. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Ordinance No. 2426 entitled "An Ordinance to Repeal and Recreate Cudahy Municipal Code Section 3.03 Concerning the Addition of Internal Financial Controls". **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. HOLLENBECK** to approve. On the roll call vote, motion carried unanimously.

RESOLUTIONS

1. Discussion and necessary action regarding Resolution No. 6982 entitled "A Resolution Approving Certified Survey Map" (3468 E. Bottsford Ave. **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. MORALEZ** to approve. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Resolution No. 6983 entitled "A Resolution Recognizing the Twenty Years of Dedicated Service of Brian Dlapa Water Utility Distribution Serviceman 1 for the City of Cudahy". **MOTION BY ALD. BARTOSHEVIC, SECOND BY ALD. SCHISSEL** to approve. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding Resolution No. 6984 entitled "A Resolution Recognizing the Twenty-One (21) years of Service of Darlene Felton Engineering/Department of Public Works Clerk for the City of Cudahy". **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. LITKOWIEC** to approve. On the roll call vote, motion carried unanimously.

***PUBLIC COMMENT** (on any subject items).
None

CLOSED SESSION

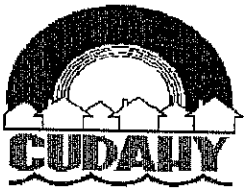
1. Adjourn into closed session per State Statute 19.85 (1)(e)(g) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session and/or to confer with legal counsel with respect to ongoing and/or likely litigation: a) Review the development agreement and a lender addendum to the development agreement between and among the City of Cudahy, the Community Development Authority of the City of Cudahy, Layton Square Cudahy LLC, and Midwest Affordable Housing Corporation involving the Layton Square development at 3503-53 East Layton Avenue submitted by Bear Development. **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. HOLLENBECK** to adjourn into closed session at 8:10 P.M. On the roll call vote, motion carried unanimously.
2. Adjourn closed session and reconvene in open session. **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. LITKOWIEC** to adjourn closed session and reconvene in open session. On the roll call vote, motion carried unanimously.
3. Discussion and appropriate action regarding items discussed in closed session. MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. HOLLENBECK to approve development agreement and lender addendum. On the roll call vote, motion carried unanimously.

ADJOURN

MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. SCHISSEL to adjourn at 8:15 P.M. Motion carried unanimously.

Passed and approved this 1st day of December, 2015
John Hohenfeldt, Mayor
ATTEST: Dennis Broderick/Clerk Treasurer

NB #2



John Hohenfeldt

Mayor, City of Cudahy

Memo to: Honorable Members of the Common Council

RE: Setting of 2016 Common Council Meeting Dates

Honorable Common Council Members:

With the upcoming general elections, primaries, and summer schedule, I would like to set the Regular Meeting Schedule for the Common Council meetings for 2016. Here is the list of dates I propose:

January:	Tuesday 5th, Tuesday 19th.
February:	Tuesday 2nd, Wednesday 17th. (Election on 16th).
March:	Tuesday 1st, Tuesday 15th.
April:	Wednesday 6th, Tuesday 19th (Election on 5th).
May:	Tuesday 3rd, Tuesday 17th.
June:	Tuesday 7th, Tuesday 28th (1st and 4th Tuesday's).
July:	Tuesday 12th (2nd Tuesday).
August:	August 16th (3rd Tuesday).
September:	Tuesday 6th, Tuesday 20th.
October:	Tuesday 4th, Tuesday 18th.
November:	Tuesday 1st, Tuesday 15th.
December:	Tuesday 6th, Tuesday 20th.

Respectfully submitted to the Common Council for your approval.

John R. Hohenfeldt

Mayor

12/01/2015

"Generations of Pride"
Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

NB #3

Memorandum

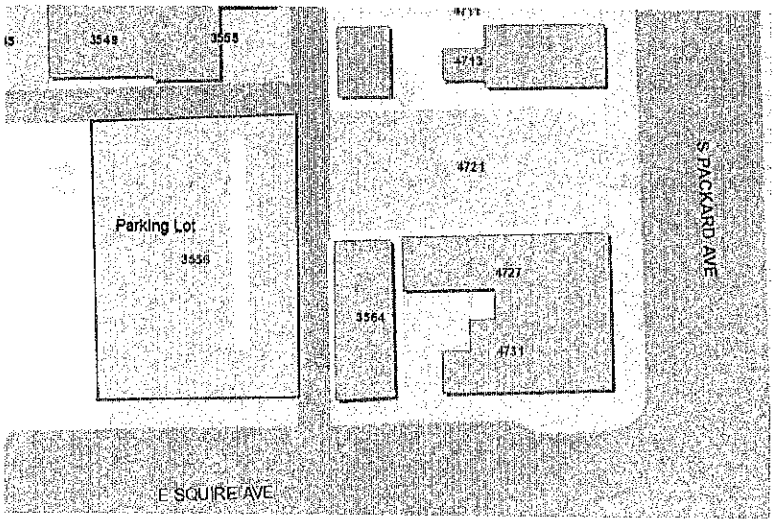
TO: **Board of Public Works**
Common Council

FROM: Mary Jo Lange, Director of Public Works

DATE: November 23, 2015

RE: **Squire Ave Parking Lot Reconstruction**
Engineering Design Proposal – CBC Engineers

Attached is a proposal from CBC Engineers to design the pervious paver parking lot proposed for Squire Avenue. The current parking lot located in the 3500 block of E. Squire Avenue is in poor condition. As part of the redevelopment plan the proposal is to reconstruct the parking lot in addition to incorporating storm water methods to meet DNR requirements. The City will be receiving a grant from the DNR for this project but the engineering portion is not included. City engineering staff will not be able to complete the engineering on the parking lot given the current work load, so we requested a proposal from CBC Engineers. CBC Engineers is currently working on the pervious alley design in the 3500 block of Squire. They will integrate that design with the parking lot. The design, plan preparation, specification and meetings will be $10,000. The Department has money available in the 2015 capital bond for "engineering services" and is **recommending the approval of "Engineering Design Services for the Squire Avenue Parking Lot Reconstruction" to CBC Engineers in the amount not to exceed $10,000.**



NB #4

Memorandum

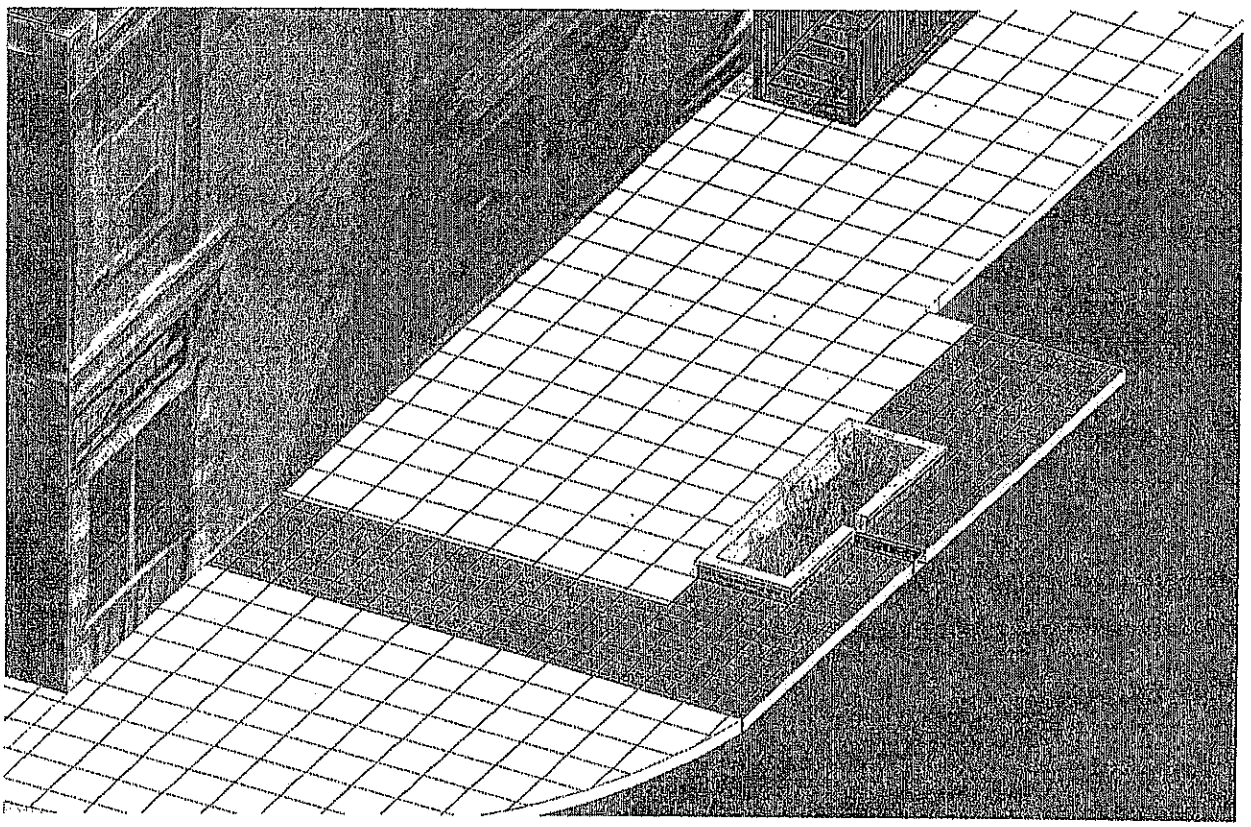
TO: **Common Council**

FROM: Mary Jo Lange, Director of Public Works

DATE: November 24, 2015

RE: **Green Infrastructure Ten-Year Maintenance Covenant**

As part of the Packard Avenue Reconstruction project the City installed 4 storm water bio-basins within the right of way at the intersection of Squire Avenue and Packard Avenue. The bio-basins were installed and funded as part of a Milwaukee Metropolitan Sewerage District (MMSD) grant. As part of receiving the grant MMSD wants a commitment from the City that the City will maintain the "green infrastructure" for at least 10 years. Attached is a copy of that agreement. Since the bio-basins are a necessary part of the downtown storm water management staff doesn't believe the City will be removing them. Therefore, staff is recommending the approval of the "Green Infrastructure Ten-Year Maintenance Covenant" with MMSD.



Green Infrastructure Ten-Year Maintenance Covenant

This Ten-Year Maintenance Covenant (Covenant) is granted by the City of Cudahy (Cudahy), 5050 South Lake Drive, Cudahy, Wisconsin 53110, to the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

1. **The Green Infrastructure.** Certain streets in Cudahy include infrastructure that captures and holds stormwater in place to reduce the quantity and improve the quality of runoff (green infrastructure), as identified in Exhibits A, B, and C. This green infrastructure consists of four bioretention basins at the intersection of South Packard Avenue and East Squire Avenue with a total area of 448 square feet. This green infrastructure provides a total retention capacity of 4,185 gallons. This Covenant applies only to this green infrastructure.

2. **Baseline Documentation.** The condition of the green infrastructure is further documented in an inventory of relevant features, characteristics, and conservation values, which is on file at the office of the District and incorporated into this Covenant by reference. This Baseline Report consists of reports, maps, photographs and other documentation that both parties agree provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this covenant.

3. **Conservation Intent.** Cudahy and the District share the common purpose of preserving the green infrastructure for a period of ten years. In addition, Cudahy intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

4. **Funding Provided by the District.** The District has provided funding to Cudahy for the installation of the green infrastructure. Cudahy acknowledges the receipt and sufficiency of this funding.

MAINTENANCE COVENANT

In consideration of the facts recited above, Cudahy voluntarily grants and the District accepts a Maintenance Covenant for a period of ten years over, in, and to the green infrastructure. This Covenant consists of the following terms, rights, and restrictions.

1. **Purpose.** The purpose of this Covenant is to require Cudahy to keep, preserve, and maintain the green infrastructure, as described above.

2. **Effective Dates.** This Covenant becomes effective on December 1, 2015, and terminates on November 30, 2025.

3. **Operation and Maintenance.** Cudahy will maintain the green infrastructure so that it remains functional for the entire term of this Covenant. Cudahy is solely responsible for operation, maintenance, and evaluating performance.

4. **Additional Reserved Rights of Cudahy.** Cudahy retains all rights associated with the green infrastructure, including the right to use the green infrastructure and invite others to use the green infrastructure, in any manner that is not expressly restricted or prohibited by the

Covenant or inconsistent with the purpose of the Covenant. However, Cudahy may not exercise these rights in a manner that would adversely impact the green infrastructure.

Cudahy expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the green infrastructure, provided that:

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Cudahy incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Cudahy transfers any interest in all or part of the green infrastructure.

4.3 Cudahy notifies the District of any conveyance in writing within fifteen days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 The failure of Cudahy to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. **District Rights and Remedies.** To accomplish the purpose of this Covenant, Cudahy expressly conveys to the District the following rights and remedies:

5.1 Preserve Conservation Values. The District has the right to preserve and protect the green infrastructure.

5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the green infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the green infrastructure that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

5.3 Inspection and Monitoring. The District has the right to: inspect and monitor compliance with the terms of this Covenant; obtain evidence for use in seeking judicial or other enforcement of the Covenant; and otherwise exercise its rights under the Covenant. The District will: provide prior notice to Cudahy before inspections, comply with all of Cudahy's safety rules, and avoid unreasonable disruption of Cudahy's business activities.

6. **Remedies for Violations.** The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

6.1 Notice of Problems. If the District identifies problems with the green infrastructure, then the District will initially attempt to resolve the problems collaboratively. The District will notify Cudahy of the problems and request remedial action within a reasonable time.

6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened and attempts at collaboration have failed to remedy the violation, then the District will give written notice of the violation or threatened violation and allow at least thirty (30) days to

correct the violation. If Cudahy fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the green infrastructure or if good faith efforts to notify Cudahy are unsuccessful.

6.3 Remedies. When enforcing this Covenant, the remedies available to the District include: temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the green infrastructure to its condition at the time of the conveyance of this Covenant, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Covenant or injury to the green infrastructure.

6.4 Non-Waiver. A delay or prior failure of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.

6.5 Waiver of Certain Defenses. Cudahy hereby waives any defense of laches, such as failure by the District to enforce any term of the Covenant, and estoppel, such as a contradictory statement or action on the part of the District.

6.6 Acts Beyond Cudahy's Control. The District may not bring any action against Cudahy for any injury or change in the green infrastructure resulting from causes beyond Cudahy's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Cudahy under emergency conditions to prevent or mitigate damage from such causes, provided that Cudahy notifies the District of any occurrence that has adversely impacted or interfered with the purpose of this Covenant.

7. **General Provisions.**

7.1 Amendment. At any time, Cudahy and the District may jointly amend this Covenant in a written instrument executed by both parties. However, no amendment is allowed if, in the judgment of the District, it:

a. diminishes the green infrastructure,

b. is inconsistent with the purpose of the Covenant,

c. affects the duration of the Covenant, or

d. affects the validity of the Covenant.

7.2 Assignment. The District may convey, assign or transfer its interests in this Covenant to a unit of federal, state or local government or to an organization that is qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term. The District will notify Cudahy of any

assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

7.3 Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not part of the Covenant and have no effect on construction or interpretation.

7.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of the Covenant and protection of the green infrastructure.

7.5 Counterparts. Cudahy and the District may execute this Covenant in two or more counterparts. Each counterpart is equally valid as an original instrument.

7.6 Entire Agreement. This Covenant sets forth the entire agreement between Cudahy and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.

7.7 Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Covenant may be extinguished only if Cudahy and the District agree that a subsequent, unexpected change in the condition of or surrounding the green infrastructure makes accomplishing the purpose of this Covenant impossible.

7.8 Joint Obligation. The obligations imposed by this Covenant upon Cudahy are joint and several.

7.9 Ownership Responsibilities, Costs, and Liabilities. Cudahy retains all responsibilities and will bear all costs and liabilities related to the ownership of the green infrastructure, including, but not limited to, the following:

a. *Operation, upkeep, and maintenance.* Cudahy is responsible for the operation, upkeep and maintenance of the green infrastructure.

b. *Control.* In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

(i) exercise physical or managerial control over the day-to-day operations of the green infrastructure;

(ii) become involved in the management decisions of Cudahy regarding the generation, handling or disposal of hazardous substances; or

(iii) otherwise become an operator of the green infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or

similar laws imposing legal liability on the owner or operator of the green infrastructure.

c. *Permits.* Cudahy remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant, and all such construction, other activity, or use will be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.

d. *Indemnification.* Cudahy releases and will hold harmless, indemnify, and defend the District and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

(i) injury to or the death of any person or physical damage to property resulting from any act, omission, condition, or other matter related to or occurring on or about the green infrastructure, regardless of cause, unless caused solely by the negligence of any of the Indemnified Parties;

(ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the green infrastructure;

(iii) the presence or release in, on, from, or about the green infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

7.10 Severability. If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

7.11 Successors. This Covenant is binding upon and inures to the benefit of Cudahy and the District and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the green infrastructure for the term of the Covenant.

7.12 Terms. Wherever used in this Covenant, the terms "Cudahy" and "District" include Cudahy's and the District's respective personal representatives, heirs, successors, and assigns.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By: _____
Kevin L. Shafer, P.E.
Executive Director

Date: _____

CITY OF CUDAHY

By: _____
John Hohenfeldt
Mayor

Date: _____

Approved as to form:

_____
Attorney for the District

EXHIBIT A

THE GREEN INFRASTRUCTURE

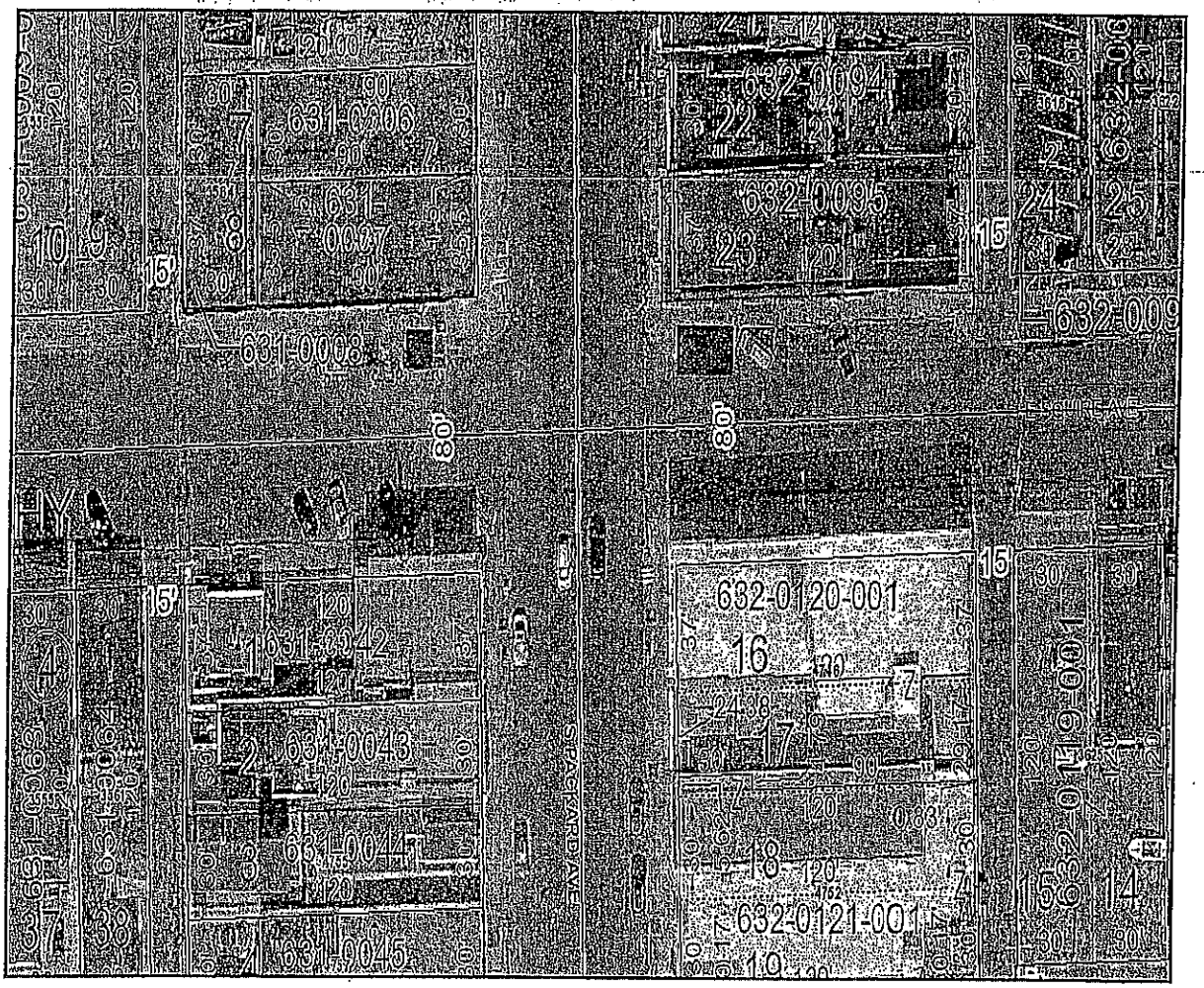


EXHIBIT B

EXAMPLE OF THE GREEN INFRASTRUCTURE

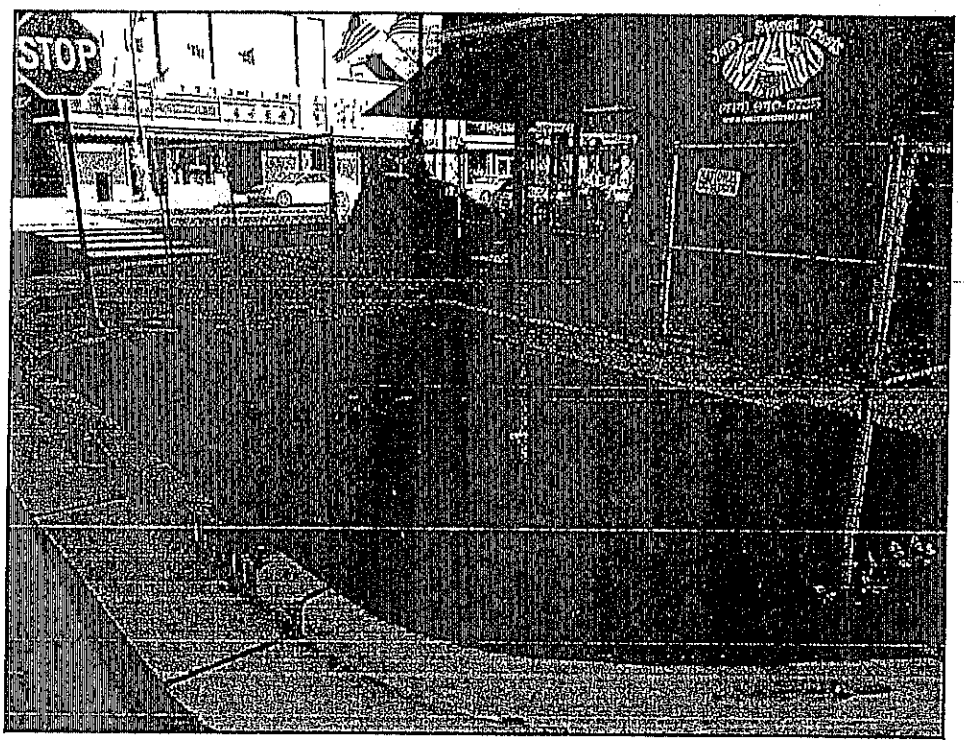


EXHIBIT C

BASIN SIZES

Location	Area (square feet)
Northwest	64
Southwest	128
Northeast	128
Southeast	128
Total	448

ORD #1

ORDINANCE NO. 2306.5

AN ORDINANCE FIXING THE WAGES, SALARIES AND FRINGE BENEFITS OF THE CITY OF CUDAHY POLICE DEPARTMENT COMMAND OFFICERS COMMENCING JANUARY 1, 2016

The common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries and fringe benefits of the City of Cudahy Police Department Command Officers, as last itemized in Ordinance 2306.2 & .3 and as governed by the Board of Police and Fire Commission shall be changed as follows commencing January 1, **2013**, all other Articles or portions of Articles not referenced herein remaining the same:

MEMORANDUM OF AGREEMENT

BETWEEN
CITY OF CUDAHY
AND
POLICE DEPARTMENT
COMMAND OFFICERS

ARTICLE I
WAGES AND SALARIES

The wages of the Command Officers in the City of Cudahy Police Department, governed by the Board of Police and Fire Commission commencing January 1, 2013, shall be as follows:

Police Lieutenant:
As of 01/01/16 (3%)
$7,204.22 monthly ($41.56/hr)

Detective Sergeant:
As of 01/01/16 (3%)
$6,851.93 monthly ($39.53/hr)

Patrol Sergeant:
As of 01/01/16 (3%)
$6,607.61 monthly ($38.12/hr)

It is understood that any reference to Sergeant in this Agreement shall apply to both Detective Sergeant and Patrol Sergeant.

ARTICLE II
WORK SCHEDULE

The normally scheduled workweek for members of the bargaining unit shall be 5-2, 4-2 work cycle.

As of 01/01/91, the hourly base pay rate for all members shall be computed by dividing the member's annual salary by 2,080 hours. This computation shall include, but not necessarily be limited to, the following:

1. Overtime
2. Extra Duty Hours
3. Holiday Pay
4. Comp Time Buy Out\
5. Severance Pay
6. Future Benefits

Command Officers may change their duty/shift hours on a yearly basis. Such assignments shall be from 01/01 to 12/31 of each calendar year. If required, officers shall flex shifts with a five (5) calendar day notice for a period of time of at least four (4) calendar days. Such disruption shall be done only when necessary to ensure continuity of supervision and to maintain a cost effective operation.

ARTICLE III
SHIFT PREPARATION

Effective January 1, 1992, all command officers shall report for shift preparation fifteen (15) minutes prior to their starting time. Command officers shall report for roll call in the required uniform of the day.

Effective April 9th, 2004, the Sergeant must report fifteen (15) minutes before the start of their respective shift for the purpose of roll call. Sergeants shall be paid at their current hourly rate (not overtime) for 15 minutes of roll call. Sergeants shall not receive any compensation for roll call unless they are in active employment status that day. It is expressly understood that roll call shall not be paid for sick leave, compensatory time, funeral leave, holidays, vacations days, personal days, etc. Such payments shall be made annually no later than the second pay period in January the following year.

ARTICLE IV
FRINGE BENEFITS
COMMAND OFFICERS

The fringe benefits and longevity pay for the Command Officers of the Police Department, not covered by collective bargaining, are as changed as follows:

A. SHIFT DIFFERENTIAL: Command officers on second or third shift shall be paid a shift differential of twenty-five cents ($0.25) per hour based on the shift assigned regardless of actual shift worked. It is understood that the officer must actually report to and work on the second or third shift to receive shift differential pay. Officer will receive all pay including shift differential if injured while on duty.

B. EDUCATIONAL INCENTIVE COMPENSATION: Effective upon signing this ordinance, the City agrees to reimburse the members of the Department for tuition and books for police courses and other

related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point 2.0 OR ABOVE (grade Of "C" or better) has been presented to the Chief. No employee shall be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When a member has completed course work requiring the use of a given text for which he/she has been reimbursed by the City, the member shall return the book(s) to the Chief for use by other Department members.

If the Association members were to leave the Cudahy Police Department for any reason, the member's required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:
Within one (1) year after completing the course -100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

C. **LIFE INSURANCE**: The City agrees to pay the full amount of the current group life insurance program during the term of this ordinance.

D. **UNIFORM ALLOWANCE**: The City agrees to pay all employees an annual uniform allowance of five hundred fifty dollars ($550.00) effective January 1, 2011 and five hundred seventy-fifty dollars $575.00 effective January 1, 2012. One half of this amount shall be paid to each employee on June 1st and one half on December 1st of each year with payments to coincide with the closest payroll period.

Commencing on the date this ordinance is adopted by the Common Council, the City maintains an obligation to repair or replace any uniform items damaged or contaminated beyond use during normal and acceptable police functions. The city will reimburse the command officers the price of replacement. The Command officer shall include the damages in the incident report and request the prosecuting attorney, when appropriate, seek restitution for the City. The repair or replacement of uniform items is to be determined by the Chief after an assessment of the Uniform Repair/ Replacement Report. The Repair/Replacement form is to be filed within ten (10) working days of the incident.

E. **MEDICAL AND HOSPITALIZATION INSURANCE:** The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

1. Such hospital and surgical insurance shall be provided to the employees 30 days from the date of his employment. No employees shall make any claim against the City for additional

compensation in lieu of or in addition to the insurance premiums paid because he does not qualify for the family plan.

2. Effective January 1, 2013for all full time employees, the City shall pay ninety-five percent (95%) of the lowest cost qualified plan January 1, 2014, the City shall pay ninety-two percent (92%) of the lowest cost qualified plan; January 1, 2015 the City shall pay eighty-eight (88%) of the lowest cost qualified plan. All employees shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.

3. The City shall implement a premium only section 125 pre-tax plan.

a. For full time employees who retire before July 1, 2003 at or after the normal retirement age pursuant to WRS, the City will pay 100% of any Wisconsin HMO in the State plan or comparable plan for either single or family, selected by the retiree. Effective for any new retirees on or after July 1, 2003 who retire at or after the normal retirement age pursuant to WRS the City shall pay 100% of the lowest cost qualified plan in the Milwaukee County area or comparable plan.

b. Effective January 1, 2009, the City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area or the rate paid by the City for active employees, whichever is less for those full time employees hired into the department on or after June 20, 2007 and who retire at not less than age 53 and with at least 15 years of continuous service with the City of Cudahy. The retiree shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.

c. The City will continue to pay the amount specified until the employee is eligible for Medicare. If the retired employee secures employment with another employer and /or is eligible for health plan coverage while gainfully employed, he shall not be eligible for paid coverage under the City's group health plan. Should a retiree select or only be eligible for single coverage at retirement or thereafter, the retiree may not select paid family coverage at a later date.

d. If a retiree is eligible for the lowest cost qualified plan, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

4. Nonduplication: In the event that one or more related individuals who are eligible to be covered by the same subscriber number (and/or provided through the City of Cudahy) are employed by the City of Cudahy, only one family plan will be provided by the City of Cudahy. The affected employees shall determine which person shall carry the insurance and which shall be a dependent. Whenever affected employees under this section are employed by the City, a written certification of nonduplication of family health insurance coverage

shall be submitted by said employees. In the event that one of the affected employees should die, the remaining employee shall continue to receive the applicable coverage (family or single). If the affected employees should divorce or separate from eligible coverage for any reason, all affected employees would be entitled to receive the applicable coverage (family or single)

5. Change in Status: It shall be the employee's responsibility to notify the City of any change in family status for health and dental insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement.

Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

6. All health and surgical coverage is governed by the policy contract and/or other plan documents.

7. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the lowest cost qualified plan in the Milwaukee County area under the Wisconsin Public Employer's Group Health Insurance Plan (for Participating Local Government Employees and Annuitants) and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

F. WISCONSIN RETIREMENT FUND: Officers shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 41 of the Wisconsin Statutes. Beginning January 1, 2016, all Police Command members shall pay the full general employee required contribution. Such contributions are calculated from the Employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

G. HOLIDAYS: The City shall provide a holiday schedule consisting of ten (10) full holidays. These holidays are as follows:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving

Christmas Eve
Christmas Day
New Years Eve
Friday Before Easter

All officers shall receive equivalent time off for these holidays. Replacement days shall be given these officers as jointly determined by the individual officer and the Chief. The holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final pay check the value of such holiday or holidays received. Officers shall have the option to either take compensatory days off or receive payment.
Computation for holiday pay shall be based on the straight hourly rate at the time the holiday occurs. The computation shall be based on 2,080 hours as of 01-01-91. Payment shall be made on the first payday in the month of December of the current year. Holiday pay cannot be carried over to the following year.

H. SICK LEAVE: Any eligible officer contracting or incurring any non-service connected sickness or disability which renders such officer unable to perform the duties of his employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City. Each officer shall accumulate one sick day per month each year. An individual absent three (3) working days or more shall produce a doctor's certificate before returning to work stating that he is physically fit for duty. Officers who are sick and unable to report to work shall notify or cause the officer in charge to be notified at least thirty (30) minutes before the start of the regular shift or assignment or earlier. Officers may accumulate up to a maximum of one hundred twenty (120) sick days retroactive to date of hire. Each sick day shall consist of one workday. The City agrees that it will post a complete list of all officers and their accumulated sick leave between May 1st and May 15th of each year. Officers shall not be eligible for sick leave in excess of sick days actually earned.

Each officer who accumulates sick leave in excess of one hundred twenty (120) days shall accumulate those additional days in a separate sick bank up to thirty (30) days. The sick days accumulated in the sick bank may not be used by the officer unless he has exhausted his regular sick leave accumulation as a result of a long, severe and continuous illness.

Any employee who exhausts vacation, compensatory time, holidays and sick leave may, at the sole discretion of the Chief, be given an unpaid leave of absence or be terminated.

I. VACATION: Each officer shall receive an earned vacation leave, based upon departmental seniority, on each shift, with pay as follows:
After one (1) year of service –
Ten (10) days
After eight (8) years of service –
Fifteen (15) days
After nine (9) years of service –
Sixteen (16) days
After ten (10) years of service-

Seventeen (17) days
After eleven (11) years of service –
Eighteen (18) days
After twelve (12) years of service –
Nineteen (19) days
After thirteen (13) years of service –
Twenty (20) days
After fourteen (14) years of service-
Twenty-one (21) days
After fifteen (15) years of service –
Twenty-two (22) days
After sixteen (16) days of service –
Twenty-three (23) days
After seventeen (17) years of service –
Twenty-four (24) days
After eighteen (18) years of service –
Twenty-five (25) days

1. Determination by the Chef of Police, or his/her designee, regarding primary vacation picks, which happen to overlap between officers, shall be made by the Chief of Police or his/her designee based upon seniority and minimum staffing needs. Any discrepancies which arise through the use of vacation days shall be assessed and a determination made by the Chief or his/her designee. There shall be only one (1) command officer per shift on vacation or comp time or holiday off time at one time.

2. Definition: One (1) week of vacation is defined as not less than four (4) vacation days used in succession, or any combination before, or after off day groupings. Employees cannot use compensatory time in conjunction with vacation days, however a minimum of four (4) vacation days must be used to constitute a primary pick (except as set forth in sub paragraph 3 herein).

3. A (non-primary pick) vacation day used alone, or in groups not to exceed three, will not take precedence over compensatory days or holidays. They will be of equal value. Non-primary vacation usage in conjunction with compensatory days or holidays may be used if these requests do not interfere with the minimum manpower needs.

J. LONGEVITY: The City shall pay longevity pay to officers as follows:

After five years, $5.00 per month
After ten years, $10.00 per month
After fifteen years, $15.00 per month
After twenty years, $20.00 per month
After twenty-five years, $25.00 per month
After thirty years, $30.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

K. OVERTIME PAY:

1. Rank of Sergeant:

a. **Normal Overtime**: (Effective 01/01/91) Whenever a sergeant is required to perform work in excess of eight (8) hours per day and/or forty (40) hours per week, said sergeant shall be compensated at a pay rate of time and one-half of the sergeant's hourly base rate. A workweek prior to overtime shall consist of forty (40) hours.

b. **Call-In Overtime**: When a sergeant is "called in" to work during regularly scheduled off days or during hours when not regularly scheduled to work, he shall receive a minimum compensation of two (2) hours. This provision is restricted to and only covers situations which were not known at least twenty-four (24) hours in advance of occurrence. Court time, school time, parades or any events which are scheduled twenty-four (24) hours prior to their occurrence are specifically excluded from this provision. The Chief shall retain sole discretion to make overtime cash payments.

2. Rank of Lieutenant:

a. Effective January 1, 1996, whenever a lieutenant is required to perform work in excess of eight (8) hours and fifteen (15) minutes in a day and/or forty (40) hours per week, said lieutenant shall be compensated at a rate of time and one-half and paid as either Compensatory Time off or pay. Any and all compensatory time accrued prior to December 31, 2003, shall be used as compensatory time or "cashed out" at retirement. All compensatory time shall be approved by the Chief of Police or in his/her absence, the Captain of Police prior to being placed on the books by the Confidential Executive Secretary.

The Confidential Executive Secretary shall be the custodian of the time records for the lieutenants and shall maintain an accurate accounting of reported and approved compensatory time.

3. **Court Appearances:** Such overtime will stop fifteen (15) minutes after he/she is excused. There shall be a maximum of one-half (1/2) hour travel/preparation time and a minimum of one (1) hour court time. Travel time will only be for travel out of the City of Cudahy.

4. **Compensatory Time:** Compensation taken as time off can be used in full eight (8) hour blocks dependent upon minimum staffing needs, and determined by the Chief or his/her designee. Employees may use comp time off in less than eight (8) hour blocks with the approval of the Chief or his/her designee.

a. Request for comp time off must be made no less than twenty-four (24) hours prior to the requested date.

b. Request for comp time off cannot be made more than thirty (30) days in advance of the requested date.

c. Request to carry over comp time, or request for cash payment, must be made no later than November 30th of the calendar year.

d. An employee can cash out all, or any portion of his/her accumulated comp time, twice a year, May 30 and November 30, with the approval of the Chief.

e. The amount of compensatory time which can be accumulated at any one time by sergeants is 80 hours.

f. The amount of compensatory time which can be accumulated at any one time by lieutenants after December 31, 2003, is 80 hours

L. FUNERAL LEAVE: Funeral leave of up to three (3) days shall be granted for use in the event of a funeral of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings and step-siblings.) Such leave will only be granted where the officer actually attended the funeral. Such leave shall not be used for recreation purposes. These days shall not be deducted from sick leave and officer shall not be entitled to compensatory time off for any days off or holidays which occur during the emergency leave. Funeral leave up to one (1) day shall be granted for funerals only of grandparents, grandchild, nieces, nephews, aunts, uncles, brother-in-law and sister-in-law.

M.SEVERANCE PAY: Any officer who applies for and receives retirement benefits under WRS or dies while in the employ of the City shall be entitled to the following severance pay to a beneficiary to be designated by him:

1. **Vacation**: Any officer who is laid off, retired, or separated from the service of the City for any reason other than discharge, prior to taking his earned vacation for a given year, shall be compensated in cash, in a lump sum at the time of his termination, for the unused accumulated vacation at the time of separation as calculated below:

(d) Each officer shall receive full payment at his base hourly rate on the effective date of his resignation for all vacation accrued for the prior year of service which has not been utilized at the time of separation from employment and for all vacation accrued during the current calendar year of service. To determine benefits accrued during the current year of service, divide each complete week of service since the beginning of the calendar year by fifty-two (52) weeks and multiply by the total vacation allotment for the years of service under Section I.

2. **Sick Leave**: Sick leave shall accrue up to 408 days for purposes of sick leave pay-out at retirement. Effective 01-01-00, Employees shall receive their first forty-five (45) days of

accumulated sick leave. In addition, employees shall receive one sick leave day of pay for each total increment of twelve accumulated sick leave days beyond the forty-five (45) days to a maximum of sixty-six days pay out at retirement. This section only applies to retirement sick leave benefits and does not impact the sick leave benefits under Section H.

3. **Uniform Allowance**: One-twelfth of the prevailing unpaid annual uniform allowance per full month of employment in the year of termination.

4. **Holiday:** Accrued holiday pay shall be paid at the officer's straight time hourly rate.

5. Accumulated Compensatory Time: Earned accumulated compensatory time shall be paid at the rate set forth in this ordinance.

N.BALLISTIC VESTS: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed six hundred dollars ($600) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

O.SEPARATE CHECK: All holiday pay, uniform allowance, compensatory time, and retroactive pay, if applicable shall be in a separate check.

ARTICLE V

CONFERENCES AND NEGOTIATIONS

Conferences and negotiations shall be carried on between the City of Cudahy and the Cudahy Professional Police Supervisor's Association during the year of 2009 as follows:

Step 1. Submission of Association bargaining requests in writing by July 1st to the Labor Negotiator and Common Council.

Step 2. The Labor Negotiator will advise the Association by July 31, in writing, of the position of the City concerning its bargaining requests.

Step 3. Negotiations to begin after the response of the City but in no event later than August 1.

It is agreed that the dates specified in this timetable are subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations. It is also agreed that the

proposals submitted by both parties shall contain, if applicable, the cost of each proposal.

ARTICLE VI
NO STRIKE

a. **STRIKE PROHIBITED:** Neither the Association or any officer, agent or employee will sponsor, engage in, encourage, or condone any strike, sympathy strike, picketing, (except informational picketing during non-duty hours) slowdown, concerted work stoppage, refusal to work overtime, as reasonably determined by the Chief (or his designee) or any other intentional interruption of work during the term of this agreement.

b. **BARGAINING UNIT ACTION:** Upon notification by the employer to the bargaining unit that certain of its employees are engaged in a violation of this provision, the bargaining unit shall immediately, in writing, order such employees to return to work, provide the employer with a copy of such an order, and a responsible official of the bargaining unit shall promptly order then to return to work. In the event that a strike or other violation not authorized by the bargaining unit occurs, the bargaining unit agrees to take all reasonable, effective and affirmative action to secure the employee's return to work as promptly as possible. Failure of the bargaining unit to issue the orders and take the action required herein shall be considered in determining whether or not the bargaining unit caused or authorized the strike.

c. **PENALTIES:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of these provisions, the sole questions for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VII
MANAGEMENT RIGHTS

The City possesses the sole right to operate the Police Department and all management rights repose in it. These rights include, but are not limited to, the following:

A. To direct all operations of the Department.

B. To establish reasonable work rules and schedules of work.

C. To create, combine, modify and eliminate positions within the Department.

D. To hire, promote, transfer, schedule and assign employees in positions within the Department.

E. To suspend, demote, discharge and take other disciplinary action against employees.

F. To relieve employees from their duties.

G. To maintain efficiency of department operations.

H. To take whatever action is necessary to comply with State or Federal law.

I. To introduce new or improved methods or facilities.

J. To change existing methods or facilities.

K. To determine the kinds and amounts of services to be performed as pertains to department operations, and the number and kind of classifications to perform such services.

L. To contract out for goods or services.

M. To determine the methods, means and personnel by which department operations are to be conducted.

N. To take whatever action is necessary to carry out the functions of the department in situations or emergency.

ARTICLE VIII
SENIORITY

Seniority shall be based on rank (Sergeant or Lieutenant) and time within the rank. Seniority shall be the basis for determining vacation and compensatory time off. Seniority will not be based on time within the bargaining unit.

ARTICLE IX
MEMBERSHIP

The Cudahy Police Supervisors Association shall inform the City of Cudahy's bargaining representative who their representative is. All communication, verbal or written, shall be submitted through that representative.

ARTICLE X
SWITCHING DAYS

The switching of workdays will be allowed between command officers only.

1. When two command officers agree to switch, it is the responsibility of the officer who agreed to switch to report as scheduled or find a replacement at no additional cost to the City.

ARTICLE XI
RESIDENCY

Effective January 1, 2013, employees shall reside within fifteen (15) miles of the jurisdictional boundaries of the City Limits.

ARTICLE XII
NOTICE OF SEVERANCE
OR RETIREMENT

Two (2) weeks notice must be given to the City in the event that an employee voluntarily resigns their employment with the City.

A sixty (60) calendar day notice must be given to the City in the event of retirement, unless the departure is for employment to an agency other than a contributor to the Wisconsin Retirement Fund (WRF). If these notices are not provided in accordance with this section, the accrued vacation under Article 4, I. Vacation, and Article 4, M. Severance Pay, would be forfeited.

This section shall not apply in the event of a catastrophic illness or injury.

ARTICLE XIII

DURATION

The terms of this ordinance are effective from January 1, 2016 through and including December 31,2016.

ARTICLE XIV

AMERICANS WITH DISABILITIES ACT

The Employer and the Union agree to comply with the Americans with Disabilities Act. The Employer and the Union mutually agree that an individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined in the Act. In the event the Employer finds it necessary to accommodate the disability of an applicant or employee whose work is within the parameters of Ordinance No. 1720, the Employer may modify job responsibilities, job assignment or work schedule. The Employer will inform the Union of the need and the reasons therefore. The Employer and the union will discuss and work what is necessary to accommodate the disabled employee.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____,2016.

_____

JOHN HOHENFELDT, Mayor

Attest:

_____

DENNIS BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

ORD #2

ORDINANCE NO 2294.6

AN ORDINANCE FIXING THE SALARIES AND PROVIDING FRINGE BENEFITS FOR CERTAIN ELECTED CITY OFFICIALS AND EMPLOYEES OF THE CITY OF CUDAHY FOR 2016 THROUGH 2018

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The salaries of the following officials and employees of the City of Cudahy, commencing April 18, 2016:

MAYOR
2016 –$64,471 annually (0%)
2017 - $64,471 annually (0%)
2018 - $64,471 annually (0%)
Plus expense allowance of $200.00 per month

ALDERPERSON
For 2016 through 2018 $7,800.00 annually (0%)
Plus expense allowance of $100.00 per month

PRESIDENT OF COUNCIL
In addition to any other compensation from the City - $50 per month

CHAIRMAN OF THE PERSONNEL COMMITTEE
In addition to any other compensation from the City - $25 per month

The salaries of the following officials and employees of the City of Cudahy commencing May 2, 2016:

CITY CLERK/TREASURER
For 2016 through 2018 $26,540.80 annually (0%)
Plus expense allowance of $62.50 per month

CITY COMPTROLLER
For 2016 through 2018 $26,540.80 annually (0%)
Plus expense allowance of $62.50 per month

CITY ATTORNEY
2016 $50,000.00 annually (0%)
2017 $51,000.00 annually (2%)
2018 $52,020.00 annually (2%)
Plus $1,000.00 per month stenographic service
Plus expense allowance of $37.50 per month

Plus expense allowance of $22.50 per month

BENEFITS FOR CERTAIN CITY OFFICIALS

The fringe benefits and longevity pay for certain elected City Officials not covered by collective bargaining agreements are as set forth herein: The Mayor and the City Attorney (when designated) receive full benefits as specified. The City Clerk/Treasurer and Comptroller shall be eligible for a prorata share of the benefits as designated. Other officials shall also be eligible for benefits as indicated.

HEALTH INSURANCE: Health insurance shall be provided for the Mayor and City Attorney. The City will pay 90% of the premium of the single or family plan hospital and surgical insurance. The City Clerk/Treasurer and the Comptroller are not eligible for health insurance. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premium paid because he does not qualify for the family plan.

In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan. Annually, each employee shall sign a form certifying that they do not have coverage available and paid for by the City.

Alderpersons are not eligible for health insurance.

The City reserves the right for City Council to change plans or plan, plan designs or coverage or self-fund coverage or retirement benefits in the future, subject to state and federal law. All benefits shall be controlled by the plan documents.

Medical and hospital insurance coverage shall be available to all retired full-time employees (Mayor and City Attorney) who have completed the following:

Fifteen Years of Continuous service at Age 62: Retiree pays same amount of premium as do active employees at the time of retirement.
Fifteen Years of Continuous service at Age 60: Retiree pays same amount of premium as do active employees at time of retirement plus 5% of premium.
Twenty Years of Continuous Service and at least age 58 through 59: Retiree pays same amount of premium as do active employees at time of retirement plus 10% of premium.
Employees Hired after December 31, 2011: Participation in the City's health plan will be available for those reaching at least age 60 with 15 years of continuous service with retiree paying 50% of premium.

If the retired employee secures employment with another employer and/or is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program

The City will continue to pay these premiums for retired employees for five (5) years or to the age of Medicare, whichever comes first.

If a retiree moves out of state while covered under the State of Wisconsin Health Insurance Plan, he must elect the Standard Plan and will pay the difference in percent of premium paid for the lowest cost plan in Milwaukee County and the Standard Plan.

In no event will the City pay toward a premium after retirement if it results in duplicate coverage for the employee under another health insurance plan, or if the employee or employee's spouse, by nature of their employment or retirement were entitled to health insurance coverage and voluntarily waived or limited coverage. Annually, each retired employee shall sign a form certifying that they do not have overlapping or duplicate health insurance coverage available to them or their spouse.

DISABILITY INSURANCE: The Mayor may elect to be covered under the City's long-term disability program. The City reserves the right to designate the insurance carrier and agrees that the waiting period for coverage shall not be more than forty-five days from the commencement of any covered disability.

Monthly benefits will be 66-2/3% of the monthly salary, not to exceed twenty-five hundred dollars ($2500.00).

LIFE INSURANCE: The City shall pay the full premium of life insurance under the State of Wisconsin Insurance Program in accordance with Section 66.919(15)(c) of the Wisconsin Statutes for the Mayor and City Attorney. The City shall pay 50% of the full life insurance premium as designated herein for the Clerk/Treasurer and the Comptroller.

LONGEVITY PAY: Longevity pay applies to the Mayor with continuous full-time service as follows:

A. After five years (10,400 hours) - $5.00 per month
B. After ten years (20,800 hours) - $10.00 per month
C. After fifteen years (31,200 hours) - $15.00 per month
D. After twenty years (41,600 hours) - $20.00 per month
E. After twenty-five years (52,000 hours) - $25.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of taking office. The Clerk/Treasurer and the Comptroller shall be eligible for 50% of the longevity benefit per month after service as specified herein.

5. **DENTAL INSURANCE:** The City will offer the Mayor, City Clerk/Treasurer and the Comptroller a dental plan. It is understood between the parties that the City will incur no costs for the dental plan and the employee will bear the entire cost of the plan.

6. **PENSION:** Eligible employees shall be covered under the State of Wisconsin Retirement System in accordance with the Wisconsin Statutes. All eligible employees will pay the employee share of the Wisconsin Retirement System contribution.

7. **WORKER'S COMPENSATION:** Any person having full time status under the Ordinance, who sustains an injury while performing within the scope of his employment, as provided in Chapter 102 of the Wisconsin Statutes, (Worker's Compensation Act) shall receive full salary in lieu of worker's compensation for the period of time he may be temporarily totally, or temporarily partially disabled because of said injury. Persons covered under this Ordinance shall receive the difference between the amount received in worker's compensation and their regular

pay as provided herein. The difference in such compensation shall be paid by the City until the employee reaches his/her healing plateau, is able to return to work or leaves office for any reason, whichever occurs first. This provision shall not be construed to apply to cases where any person covered under this Ordinance sustains compensable injury resulting in permanent, total disability.

Section 2. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a meeting of the Common Council of the City of Cudahy held this 7th day of November, 2012.

Introduced by Alderpersons:

Passed and approved this _____ day of November, 2015.

_____
John Hohenfeldt, Mayor

Attest:

_____
Dennis Broderick, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Approved as to form: PAUL T. EBERHARDY City Attorney
Wis. State Bar No. 1045304

ORD #3

ORDINANCE NO. 2312.5
AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS FOR THE DEPARTMENT BATTALION CHIEF IN THE CITY OF CUDAHY FIRE DEPARTMENT FOR 2016

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1: The wages, salaries and fringe benefits of the Battalion Chief in the City of Cudahy Fire Department, commencing January 1, 2016 except where otherwise noted, shall be as follows:

FIRE DEPARTMENT
WAGES AND SALARIES – BATTALION CHIEF

Effective January 1, 2016 (3%) $3,141.15 Bi-weekly $81,669.89 Annually

FRINGE BENEFITS

The fringe benefits and longevity pay for the Battalion Chief in the Fire Department are as follows:

1. **LONGEVITY:** The City shall pay longevity pay to the Battalion Chief as follows:
   A. After five (5) years of service $5.00 per month
   B. After ten (10) years of service $10.00 per month
   C. After fifteen (15) years of service $15.00 per month
   D. After twenty (20) years of service $20.00 per month
   E. After twenty-five (25) years of service $25.00 per month
   F. After thirty (30) years of service $30.00 per month
   G. After thirty-five (35) years of service $35.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall commence with the last payroll period in each month.

2. **WORKWEEK/WORKYEAR**: The normal work schedule shall be 1 day on/2 days off with flexibility. The Department operates on a 27 day work cycle. The annual work year shall consist of two thousand nine hundred twelve (2,912) hours, consisting of a fifty-six (56) hour workweek, on average. Battalion Chiefs shall be eligible for overtime pay at the rate of time and one half for assigned hours worked over the normal work schedule. The divisor for the base hourly rate determination is 2,912 hours per year.

a. Call-In Overtime: When a Battalion Chief is "called in" to work during regularly scheduled off days or during hours when not regularly scheduled to work, he shall receive a minimum compensation of two (2) hours. This provision is restricted to and only covers situations which were not known at least twenty-four (24) hours in advance of occurrence. Any events which are scheduled twenty-four (24) hours prior to

their occurrence are specifically excluded from this provision. The Chief shall retain sole discretion to make overtime cash payments.

3. **UNIFORM ALLOWANCE:** The City agrees to pay the Battalion Chiefs a uniform allowance of $550.00 per year. One half of the uniform allowance shall be paid to the Battalion Chiefs on the first payday in June and one half on the first payday in December of each year.

4. **LIFE INSURANCE**: The City agrees to pay 100% of the total cost of the City life insurance group plan for the Battalion Chiefs.

5. **MEDICAL & HOSPITAL INSURANCE**:
The City will provide a medical benefit plan for City employees and their families. Such hospital and surgical coverage shall be provided to the employee thirty (30) days from the date of his/her employment.
Effective January 1, 2013, the City shall pay ninety-five (95%) of the premium of the lowest cost plan offered to employees. The employee shall pay premium costs in excess of the 95% of the lowest cost plan.
Effective January 1, 2014, the City shall pay 92% of the premium of the lowest cost plan offered to employees. The employee shall pay premium costs in excess of the 92% of the lowest cost plan.
Effective January 1, 2015, the City shall pay 88% of the premium of the lowest cost plan offered to the employees. The employee shall pay premium costs in excess of the 88% of the lowest cost plan.

A. *Retiree Health Insurance:* Medical and hospital insurance coverage shall be available to all full-time employees who retire at or above the age of 50 and not less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees for either the single or family plan. The City shall continue to pay 100% of the lowest cost qualified plan in the Milwaukee County area for those full-time employees hired into the Cudahy Fire Department before January 1, 2005. The City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area or the amount paid for active employees, whichever is less, for those full-time employees hired new into the Cudahy Fire Department on or after January 1, 2005 who retire with at least 20 years of continuous service in the Cudahy Fire Department, at or above the minimum retirement age specified by the Wisconsin Retirement System, and not less than age 54.

The City will continue to pay these premiums for retired employees up to the age of Medicare, provided said employee is not employed elsewhere and receiving hospital and surgical care paid for by another employer. If the retired employee gains other employment and is receiving hospital and surgical care paid by his/her new employer, the City will not be obligated to provide paid health insurance. The retired employees shall notify the City immediately upon commencing employment which renders the retired employee eligible for hospital and surgical care.

If a retiree is eligible for the lowest cost qualified plan, as an alternative to the Wisconsin Public Employer's Group Health Insurance Program, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree pursuant to this paragraph. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

6. **DENTAL INSURANCE**: Effective upon execution of this ordinance, the City will offer the Battalion Chiefs a dental plan. It is understood between the parties that the City will incur no costs for the dental plan and the Battalion Chief will bear the entire cost of the plan. The terms of the plan documents shall in all respects govern the benefits and coverage.

7. **WISCONSIN RETIREMENT FUND**: The Battalion Chief shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 40.02 of the Wisconsin Statutes. Beginning January 1, 2016, Battalion Chiefs shall pay the full general employees required contribution. Such contributions are calculated from the Employee's gross earnings. All such payments or contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the participating Battalion Chiefs. These payments of contributions made by the City shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

8. **HOLIDAYS**: The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Years Day	Thanksgiving Day
Friday before Easter	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

Any pay for unused holidays shall be four hundred dollars ($400.00) for a full holiday, and two hundred ($200.00) for each unused half-holiday. The Chief may elect to restrict the use of holiday time off based on staffing requirements.

9. **SICK LEAVE**: The Battalion Chiefs contracting or incurring any non-service sickness or disability, which renders such Battalion Chief unable to perform the duties of his/her employment, shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The Battalion Chief shall accumulate one sick day per month during the year. Should he/she be absent two workdays or more, he/she shall produce a doctor's certificate before returning to work stating that he is physically fit for duty. The Battalion Chief may accumulate up to a maximum of one

hundred fifty (150) sick days. A sick day shall be considered a twenty-four hour day. The Battalion Chief shall not be eligible for sick leave in excess of sick days actually earned. If the Battalion Chief accumulates sick leave in excess of one hundred fifty (150) days, he/she shall accumulate those additional days in a separate sick bank. The Battalion Chief will maintain the following Incentive for Non-Use of Sick Days: Incentive to be calculated as: one (1) sick leave incentive day shall be granted after fifty (50) accumulated sick days; one (1) additional incentive day after one hundred fifty (150) accumulated sick days; one (1) additional incentive day after two hundred twenty-five (225) accumulated sick days; one (1) additional incentive day after three hundred (300) accumulated sick days; etc. in seventy-five (75) day increments (where there is an actual limit spelled out above on sick days of one hundred fifty (150) days – this does not apply to this section – "UNLIMITED ACCUMULATION" will be counted for sick leave incentive days based on the same concept of one day earned per month of employment and subtract the number of days used to maintain a total) All incentive days shall be scheduled by September 30th, and used by December 31st. Time off is regulated by the same rules as *"Holidays"*. Incentive days can only be carried over to the following year in the event of a long-term illness on a shift. An Incentive Day must be earned by January 1st of the year that it will be scheduled to be used. If the Incentive Day/s are not scheduled and taken, no compensation will be given.

10. VACATION: Each Battalion Chief shall receive an earned vacation leave, with pay, from anniversary date of hire as follows:

A. After one (1) year of service—six (6) work days.
B. After eight (8) years of service—nine (9) work days.
C. After fourteen (14) years of service—twelve (12) work days.
D. After twenty (20) years of service—fifteen (15) work days.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the Employee was hired by the City of Cudahy based on no break in continued employment.

A Battalion Chief will have first choice of vacation weeks on his/her shift.

In the case of the death of any employee of the City, the unused vacation allowance, of such employee shall be paid to the employee's designated beneficiary. Any Battalion Chief who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

11. EMERGENCY LEAVE: Emergency leave up to one (1) work day shall be granted for use in emergencies such as death of a family member on a Duty Day, sickness of the immediate family member (spouse, children, father, mother, brother or sister) as determined by the Chief or for other valid reasons determined solely within the discretion of the Chief.

12. FUNERAL LEAVE: Funeral leave of one (1) workday shall be granted in the event of a death of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings, and step-siblings).

Funeral leave of **up to one** (1) workday shall be granted for funerals only of grandparents, mother-in-law, father-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. The Chief will make this determination. Funeral leave cannot be used in lieu of regularly scheduled holidays or vacation days and employees shall not be entitled to compensatory time off for any regularly scheduled day or days off for holidays, which occur during such leave.

13. EDUCATION REIMBURSEMENT: The City agrees to reimburse the Battalion Chief for tuition and books for firefighting courses and other related courses approved by the Fire Chief. Reimbursement shall be made only where payment is not made by some other governmental or public agency, and where a certificate of satisfactory completion has been presented to the Fire Chief.

a. Education Incentive Compensation: Subject to the foregoing considerations, employees successfully completing a Bachelors Degree shall annually receive six dollars ($6.00) per credit for each earned credit. Employees must have completed five (5) full years of service with the Fire Department in order to be eligible. Maximum earned credits to be one hundred and twenty (120).

14. JURY DUTY: In the event a Battalion Chief is summoned for Jury Duty, and his/her commitment falls on a regularly assigned duty day, the City shall release the Battalion Chief for the Jury Duty. Once the employee is finished with Jury Duty for that day, the Battalion Chief will return to work. The Battalion Chief shall be entitled to a regular Department salary, but must return to the City any monies earned for Jury Duty on his/her duty day, excluding travel and parking fees.

15. SUBPOENA PAY: In the event a Battalion Chief is subpoenaed for a duty related incident, (including an ambulance call), while off duty, said Battalion Chief will be compensated at the current overtime rate for the time the employee is to appear, witness standby, all travel time, parking, and mileage if the employee provides their own transportation. If the employee is on duty when the employee has to appear, the employee shall be allowed to appear at no cost or loss of pay to the Battalion Chief. The Battalion Chief shall be required to return to the City any monies earned for subpoena duty.

16. SEVERANCE PAY: If the Battalion Chief shall retire or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the Battalion Chief would have been entitled. For the purpose of this paragraph, a day shall be computed as a Twenty-four hour day.
B. Sick Leave: Accumulated sick leave not exceeding Twenty-four days shall be given to the Battalion Chief in cash. For the purpose of this paragraph a day shall be computed as a Twenty-four-hour day. The Battalion Chief will be required to give the City forty-five (45) days notice prior to his retirement for the purpose of receiving benefits.
C. Uniform Allowance: One-twelfth (1/12) of the prevailing unpaid allowance per full month of employment in the year of termination.
D. Holidays: Accrued holiday pay shall be paid at the rate In effect at the time of separation, according to the rate established in Article 8 – Holidays.
E. Termination of Benefits: The Battalion Chief shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City. The Battalion Chiefs shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination.

Any Battalion Chief who terminates for reasons other than retirement or death shall receive his earned vacation, uniform allowance and holiday day in accordance with the foregoing provisions. Any Battalion Chief terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

17. DUTY INCURRED INJURY PAY: If the Battalion Chief is injured or disabled in the performance of his duties, he shall be entitled to injury leave with full pay from the date of injury until such time as he/she is able to return to his/her duty or reaches the point of maximum recovery, whichever comes first. Maximum recovery shall be the highest degree of recovery possible under the circumstances within a reasonable time. Worker's Compensation insurance payments made to the Battalion Chiefs shall be reimbursed to the City during such periods or period of payment. If the Battalion Chief reaches the point of maximum recovery but is unable to return to duty he/she shall be placed on sick leave until his/her accumulated sick leave is exhausted or until he/she is able to return to duty, whichever comes first. After the accumulated sick leave is exhausted, the Battalion Chief shall be entitled to retain whatever worker's Compensation insurance benefits, are available to him/her for the duration of his disability. The City will attempt to obtain full or part-time employment for the disabled Battalion Chief during the period of disability if the Battalion Chief is unable to return to the position he/she occupied before the disability.

18. **MILITARY LEAVE**: If the Battalion Chief is a member of the Officer Reserve Corps, enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States of the State of Wisconsin, he/she shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such Battalion Chief shall be paid the difference, if any, between his/her regular rate of pay and military pay, for the period involved, not exceeding two consecutive weeks in any calendar year. This provision shall also apply to call-up duty in case of state and/or federal emergencies, which shall be limited to two (2) consecutive weeks for each emergency call-up involving separate military orders. In the event of a national or state of emergency, such Battalion Chief may take an extended military leave of absence without pay if ordered to active duty without loss of seniority.

19. **RESIDENCY REQUIREMENTS FOR BATTALION CHIEFS:** shall be as follows:
On the northern boundary, the south side of Capitol Drive extended to Lake Michigan; on the western boundary, Milwaukee County; on the southern boundary, Milwaukee County with exception of the following: From Highway 45, across County Line Road to Highway 41, south to Four Mile Road and east to Lake Michigan; on the eastern boundary, Lake Michigan.

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____, 2015.

_____
JOHN HOHENFELDT, Mayor

Attest:

_____
DENNIS BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

ORD #4

ORDINANCE NO. 2357.3

AN ORDINANCE CONCERNING THE MEMORANDUM OF AGREEMENT BETWEEN CITY OF CUDAHY AND LOCAL #1801 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1: The Memorandum of Understanding between the City of Cudahy and Local #1801 International Association of Firefighters AFL-CIO for January 1, 2016 through December 31, 2016, shall be as follows:

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF CUDAHY

AND

LOCAL #1801

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

AFL-CIO

JANUARY 1, 2016

THROUGH

DECEMBER 31, 2016

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MEMORANDUM OF AGREEMENT

This memorandum of Agreement made and entered by and between the City of Cudahy, a municipal body corporate, as municipal employer, hereafter referred to as **"CITY"** and Local #1801, International Association of Firefighters, AFL-CIO, as representative of Motor Pump Operators, Lieutenants, and Shift Commanders within the bargaining unit who are employed by the City of Cudahy, hereinafter referred to as the **"ASSOCIATION".**

WITNESSETH

WHEREAS, the City and the Association have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work, and conditions of employment, based upon conference and negotiations which took place during the year 2015

NOW THEREFORE, in consideration of the promises and in consideration of the promises here-in-after contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

The City continues to recognize the Local #1801, IAFF, AFL-CIO, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours and conditions of employment for the following employees: Motor Pump Operators, Lieutenants, and Shift Commanders.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions, with respect to present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for decision.

Wherever the term **"EMPLOYEE"** is used in the Memorandum of Agreement, it shall mean and include only those employees covered under the terms and conditions of this agreement.

ARTICLE 2 – DEFINITIONS

These definitions shall apply to all sections of this contract except as otherwise provided in this contract.

A. **SHIFT** – Shall be defined as one (1) twenty-four (24) hour tour of duty at both stations.

B. **PLATOON** – Shall be defined as a group of employees assigned to a specific station on a shift.

C. **WORKDAY** – One (1) twenty-four (24) hour tour of duty shall be counted as one (1) workday.

ARTICLE 3 – RESTRICTIONS UNDER WISCONSIN LAW

This agreement shall be implemented in accordance with the provisions of Section 111.70, Wisconsin Statutes, consistent with the Legislative authority of the Common Council, City of Cudahy, and subject in-so-far as applicable, to the rules regulations and ordinance of the City and State of Wisconsin relating to municipal budget procedures.

ARTICLE 4 – MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights shall be vested in it, but such rights must be exercised consistently with the other provisions of this contract. These rights which are normally exercised by the Fire Chief include, but are not limited to, the following:

A. To direct all operations of the City Government.

B. To hire, promote, transfer, assign and retain employees in positions with the City and to suspend, demote, discharge, and take other disciplinary action against employees pursuant to the reasonable rules and regulations of the Cudahy Fire and Police Commission and the Cudahy Fire Department.

C. To relieve employees from their duties because of lack of work or for other legitimate reasons.

D. To maintain efficiency of City Government operations entrusted to it.

E. To introduce new or improved methods or facilities.

F. To change existing methods or facilities.

G. To contract out for goods or services.

H. To determine the methods, means and personnel by which such operations are to be conducted.

I. To take whatever actions which must be necessary to carry out the functions of the City in situations of emergency.

J. To take whatever action is necessary to comply with State or Federal law.

K. To establish reasonable work rules and daily schedules of work.

L. The City agrees to its obligation under Wisconsin Law to bargain with the Association relating to the "IMPACT" of any decisions on the wages, hours or working conditions of the employees. This does not impose any obligation upon the City relating to any decisions which they are empowered to make without bargaining with the Association.

The Association and the employees agree that they will not attempt to abridge these management rights, and the City agrees it will not use these management rights to interfere with rights established under this agreement. Nothing in this agreement shall be construed as imposing an obligation upon the City to consult or negotiate concerning the above areas of discretion and policy.

ARTICLE 5 – ASSOCIATION ACTIVITY

The Association shall be required to provide written notification to the Chairman of the Personnel Committee (with copies to the Chief, Secretary of the Police and Fire Commission, and the Labor Negotiator) within seven (7) days following election or selection of Association officers, stewards or other Association officials or committees who will have any contact with the City. The City shall also provide the Association with a list of the City officials assigned to process pertinent personnel matters. All bargaining sessions and all hearings on grievances, where possible, shall be held outside the normal workday. However, this shall not prevent Association officers, stewards or designated Association representatives from processing grievances or engaging in routine Association business during regular working hours with the prior approval of the Chief or officer in charge of the Department in the Chief's absence.

In the event a negotiation meeting is mutually set by the City and the Association on a day in which one (1) or more members of the Association negotiating team is on duty, such meeting shall be held at the Fire Station and the members of the Association negotiating team shall be allowed to request a transfer from the station they are assigned for the purpose of attending the bargaining session. Such request shall not be unreasonably withheld by the Chief. Attendance at such meetings shall be without loss of pay. However, the employee shall be on call during such meetings.

ARTICLE 6 – BULLETIN BOARDS

The City agrees to provide bulletin boards for the Association's use and erect them in locations agreed upon for posting notices regarding affairs of the Association, restricted to notices of Association meetings, notices of Association elections, notices of Association recreational and social events and notices concerning bonafide Association activities such as cooperatives, credit union and unemployment compensation information and other notices concerning Association affairs which are not political or controversial in nature. Upon written notice from the City, the Association shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship.

The City will retain ownership of the bulletin boards and in the event the Association fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

ARTICLE 7 – FAIR SHARE AGREEMENT

A. ***Membership "Not Required": Membership*** in the Association is not compulsory. Employees have the right to join, not join, maintain, or to drop their membership in the Association as they see fit. Neither party shall exert pressure on or discriminate against any employee in regard to such matters.

B. ***Employees Covered and Procedures:*** The City shall deduct from the monthly earnings of all regular full-time employees specified herein an amount equal to such employee's proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members, which is agreed herein to be one percent (1%) of the monthly base salary as of January 1, 2000, and shall be such amount to the Treasurer of the Association on or at the end of the month following the month in which such deductions were made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) calendar days before the effective date of the change.

****As to the new employees,*** such deductions shall be made and forwarded to the Treasurer of the Association from the earnings of new employees in the first pay period following the completion of sixty (60) calendar days of employment. Employees other than regular full-time employees are excluded from the requirements of this section. In addition, employees on layoff or leave of absence or other status in which they receive no pay are excluded.

C. ***Forfeiture:*** In the event the Association, its officers, agents or any of its members, acting individually or in concert with one another, engage in or encourage any strike or work stoppage against the employer, the deductions and payments of Fair Share contributions made in accordance with this agreement shall be terminated forthwith by the employer.

D. ***Responsibilities of the City and the Association:*** If, through inadvertence or error, the City fails or neglects to make deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the Association. The City shall not be liable to the Association, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting the actual deductions made from the employee's wages earned.

E. ***Indemnification and Hold Harmless Provisions:*** The Association representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or any other form of action taken or not taken by the City under the provisions of this Fair Share Agreement.

F. ***Administrative Charge:*** The Association agrees that the City will withhold one dollar ($1.00) per person/per year as a clerical/administrative charge based on the total number of employees in the Department as of January 1st of each year.

ARTICLE 8 – PROBATION

All employees shall serve a probationary period of one (1) year from the date of hire in the bargaining unit. In the event the employee becomes a permanent employee, seniority shall accrue through the original date of hire, providing such employee was continuously employed by the City in the bargaining unit.

During the probationary period, the employee shall be subject to dismissal in accordance with the provisions in Section 62.13, Wisconsin Statutes.

ARTICLE 9 – PERSONNEL FILES

A. ***Access to Employee Personnel Files:*** Upon request, each employee will be given access to personnel files that are maintained by the Chief. Access shall be restricted to the personnel file of the employee requesting such access. Files may not be removed from the Fire Station and must be examined in the presence of the Chief or designated representative.

B. ***Confidential Material:*** All references and recommendations dealing with initial employment only, shall be classified as confidential and shall not be available to the employee for inspection or review.

C. ***Personnel Evaluations:*** No personnel evaluations or material derogatory to the employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless the employee had an opportunity to read the material. The employee shall acknowledge that the material was read by affixing the employees personal signature on the actual copy to be filed with the understanding that such signature merely signified that the materials filed were read by said employee. Signing the material does not necessarily indicate agreement with the contents.

D. ***Inspection of Personnel Records:*** Every employee shall have the right to inspect their personnel file as described in 103.13 of the Wisconsin State Statutes published May 20, 1980, in addition to all other rights described in this Article of the contract.

ARTICLE 10 - SENIORITY

Seniority shall be defined as the length of service as a "full-time" employee of the City of Cudahy Fire Department. The employee with the longest continuous full-time service shall have the most seniority.

If two or more employees are hired on the same date, seniority shall be determined in the following order:

1. Length of service as a part-time employee.

2. The total score earned by the applicant in the entrance examination of the Cudahy Fire Department.

3. Time and date the application was returned. The application that is returned earliest shall have the most seniority.

ARTICLE 11 – PERSONNEL REDUCTION

In the event the City decides to reduce the personnel of the Fire Department, the reduction shall be accomplished pursuant to the provisions in Section 62.13 Wisconsin Statutes.

No new employees shall be hired until all laid off employees have been given an opportunity to return to work.

ARTICLE 12 – GRIEVANCE PROCEDURE

A. ***Definitions of Grievance***: A grievance shall mean any controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning this contract. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinance and rules which are matters processed under existing procedures.

B. ***Discipline, Suspensions, and Dismissals:*** Grievances involving suspensions, dismissals or

terminations shall be processed in accordance with Section 62.13 Wisconsin Statutes before the Cudahy Police and Fire Commission. All verbal and written reprimand shall be presented to the employee in questions. That employee shall have the right to attach or affix a response to that written or verbal reprimand and have that response placed into the personnel file. A copy of the written or verbal reprimand and response shall not be conveyed verbally or in writing to the Cudahy Police and Fire Commission. It is expressly understood that this type of verbal and/or written reprimand may be used as a form of progressive discipline at a later date. There shall be no administrative or judicial review of verbal or written reprimands unless they are processed under Wisconsin Statutes 62.13.

C. ***Time Limitations:*** If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent confirmed in writing. If the responding party does not process the grievance in a timely manner, the grievant may proceed to the next step of this procedure.

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

E. ***Subject Matter***: Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of all the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the area of the contract involved.

F. ***Legal Counsel***: Both the City and the Association shall be afforded an opportunity to have legal counsel present in all steps of the grievance and arbitration procedure.

G. ***Forms:*** The Association and City shall approve the grievance forms. Upon initiation of any grievance, the Association shall provide copies to the Chief and the Labor Negotiator. The Grievance Initiation Form must indicate the section of the agreement which is alleged to have been violated. These forms will be provided by the City of Cudahy.

H. ***Procedure:*** All grievances must be presented promptly to the Chief, and no later than fourteen (14) calendar days from the date the employee knew or should have been aware of the cause of such grievance. In the event of a grievance, the employee shall perform assigned tasks and grieve said complaint later. The employee shall meet with the Grievance Committee of the Association and determine whether the subject matter is a proper grievance. Providing the Association Grievance Committee concurs, the employee in conjunction with the Grievance Committee, shall write up the Grievance Initiation Form and present a copy to the Chief. From this point, a separate procedure shall be followed for all grievances involving an interpretation of the terms and conditions of this contract, and those involving discipline, suspension and dismissals.

I. ***Interpretation of the Contract:*** For all grievances involving an interpretation of the terms and conditions of this contract, the Grievance Initiation Form shall be presented to the Chief. The Chief shall be required to consult with the Labor Negotiator concerning the grievance. The Chief shall then, within fourteen (14) calendar days, inform the employee and the Association in writing of the decision made on the grievance. The decision made by the Chief shall be final and binding upon the City, however, the Association shall have the right to submit the grievance to arbitration.

J. ***Time and Motion Limits***: During all steps of the Grievance Procedure and all union business, Association officials shall maintain records of their duty time and provide them to the Chief and the Labor Negotiator within ten (10) days following the close of each month. Such records shall indicate the total time expended, location and employee. Permission must be received from the Chief before an Association official may leave the work area to conduct Association business.

K. ***Place and Hearing:*** Although the City consents to provide facilities for any grievance meeting, such meetings, where possible, shall be held outside the normal workday. All arbitration hearings shall be conducted in the City of Cudahy and the City shall provide facilities for these hearings.

ARTICLE 13 – ARBITRATION PROCEDURE

A. ***Time Limits:*** If a satisfactory settlement of a grievance is not reached in paragraph 1 of the Grievance Procedure, the grievant and the Grievance Committee of the Association must notify the City within fourteen (14) calendar days that they intend to process the grievance in arbitration. Any grievance not scheduled for hearing on a date within one year of the date of mutually agreed upon impasse barring any 3rd party delay, shall be deemed dropped with prejudice.

B. ***Arbitration Board:*** Any grievance which cannot be settled through the above procedures must be submitted to an arbitration board, comprised of three (3) persons, to be selected as follows: The City and the Association shall each select one (1) member of the Arbitration board, and the two members selected by the parties shall use their best efforts to select a mutually agreeable Chairman of the Arbitration Board. If the City and the Union appointed arbitrators are unable to agree on a Chairman within thirty (30) calendar days, each party may request the Wisconsin Employment Relations Committee to appoint the Chairman of the Arbitration Board.

C. ***Hearing Procedure:*** The Arbitration Board shall use its best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing, and the hearing shall follow a quasi-judicial format. The arbitration Board appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relative to the grievance. Either party may provide a tape recorder or court reporter at this hearing. Upon completion of this review and hearing, the Arbitration Board shall render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.

D. ***Jurisdiction of Arbitration Board:*** The Arbitration Board shall only have jurisdiction and authority to determine compliance with the provisions of this agreement and whether or not the dispute is arbitrable. On grievances where the subject matter raises a question of arbitrability, the Arbitration Board shall first hear and decide the questions or arbitrability unless mutually agreed otherwise. The Arbitration Board shall not have the jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this agreement and shall not make any award, which in effect, would grant the Association or the City any matters which were not obtained in the negotiating process.

E. ***Costs:*** The prevailing party in the grievance arbitration shall be relieved of the obligation to pay the designated share of the filing fee and the cost of the Chairman. Each party, however, shall bear its own costs for the board member selected by it, their witnesses and all other out of pocket expenses including their attorney's fees. Testimony of other participation of employees during arbitration proceedings shall take place outside of normal working hours, if possible.

ARTICLE 14 – HOURS OF WORK

The annual work year shall consist of two thousand nine hundred twelve (2,912) hours, consisting of a fifty-six (56) hour workweek. No employee shall be guaranteed any specific number of hours in any one-week. The regular workweek shall consist of one (1) day on duty followed by two (2) days off duty, i.e. (one day on duty and two days off, one day on duty and two days off – then repeat cycle). These workweeks shall continue throughout the respective years with the exception of vacation periods or other scheduled time off (Holidays, Incentive Days, etc.). The predetermined schedule shall prevail except in cases of emergency, when the hours shall be such as the Chief deems proper for the fire protection and safety of the City.

ARTICLE 15 – WORK PERIOD

A "work period" as it relates to normal work assignments shall be from 8:00 a.m. to 4:30 p.m. ith an hour for lunch Monday through Friday and 8:00 a.m. to 12:00 p.m. on Saturday. The Chief or Officer in charge of the department may direct all training and make-work assignments during these periods. After the "work period" is completed, the Chief or Officer in charge of the department may make additional work assignments when emergency situations exist.

All employees assigned to duty shall report for work at 7:00 a.m. and shall immediately check all the equipment.

Work assignments on Sundays and holidays shall be limited to normal housekeeping chores, except in emergency situations or when a general drill is scheduled.

ARTICLE 16 – LONGEVITY PAY

The City agrees to pay longevity pay to employees as follows:

A. After five (5) years ----------$5.00 per month
B. After ten (10) years ---------- $10.00 per month
C. After fifteen (15) years ------- $15.00 per month
D. After twenty (20) years ------ $20.00 per month
E. After twenty-five (25) years - $25.00 per month

All accumulated payments shall be paid in a lump sum. This payment shall be made as close to December 1st of each calendar year as possible for the preceding months.

ARTICLE 17 – OVERTIME PAY

A. All overtime pay ordered by the Chief shall be compensated at time and one-half based on the normal hourly wage for a normal average work week. Any part of an hour shall be considered one (1) hour under this article.

B. Any overtime as a result of the absence of a bargaining unit member, a bargaining unit member shall be called to fill in for overtime. In the event that bargaining unit members are not available, supervisory personnel may be called in. In the further event that no supervisory personnel are available, any department employee may fill in until such time as a bargaining unit employee is available. There shall be a separate list for fill in of overtime crews, one for officers and one for MPO's.

C. Ambulance and fire call-in during the term of this Agreement shall be considered non-emergency work and the City agrees to release the employee upon return of the apparatus to quarters.

D. All overtime payments shall be included in the employee's regular paycheck. Payment for overtime shall be made the following pay period after the work is performed.

ARTICLE 18 – COMPENSATORY TIME

A. Compensatory time off is comparable to the amount of pay that would normally be paid out for duties above and beyond regular shift duty hours. Compensatory time may be accrued instead of payment for any time worked beyond normal shift duty hours. Compensatory time will be accrued at an overtime rate of time and one half (1 ½) for each hour worked.

B. Compensatory time off may accrue up to 24 hours of overtime, equal to 36 hours of straight time. Any overtime may be used to accrue hours. Compensatory time can only be used when approved by and as scheduled with the Fire Chief or his designee and the Fire Chief may refuse any request, which he believes will result in unacceptable staffing levels. Whenever the use of compensatory time creates overtime for another employee, the employee using compensatory time shall have his/her compensatory account charged time at the rate of one and one-half (1 ½) hours for each hour of overtime created by the use of his/her compensatory time.

C. Members have to use compensatory time at a minimum of 4 hours per a single occurrence. It cannot be scheduled over 30 days in the future and

cannot be scheduled on a Contractual Holiday (Article 27)

D. Any compensatory time left on the books as of December 31st of each year shall be paid on the next regular paycheck. Unused compensatory time will be paid in the form of cash at any termination of employment. Whenever compensatory time off is paid, it shall be paid at the base hourly rate at which it was earned.

E. This plan is to be evaluated every six (6) months and then continued, altered or discontinued based on that evaluation.

ARTICLE 19 - WAGES

Wages to reflect a 3% increase in the base hourly rate for all job classifications effective ~~01/01/2013~~ 01/01/2016 See Appendix "A"

ARTICLE 20 – WORK IN HIGHER CLASSIFICATION

A. Any Firefighter or Motor Pump Operator doing the work of a Lieutenant when authorized by an Officer in charge of the Department, shall be compensated at the higher rate if the employee has worked the higher category for at least one (1) consecutive hour. Any lieutenant doing the work of a Battalion Chief shall be compensated at the Battalion Chief rate if the employee has worked the higher category for at least one (1) consecutive hour.

B. On occasions, such as holidays, vacations, sick leave days, duty incurred injury, trades, or any other absence of the Officer in charge of the platoon, the most senior qualified individual on duty in each platoon will receive acting rank pay when the platoon Officer is absent on a temporary basis.

Should there be an absence of a qualified individual on a platoon, the most qualified individual from the "shift" will be transferred to that platoon and receive acting rank pay.

The Fire Chief under Wis. Stats. Sec. 62.13 shall have the discretion to unilaterally determine qualifications of acting officers, limited to those qualifications necessary to perform the job.

The senior qualified individual on each platoon may sign a permanent waiver of their right to be in charge of the platoon if the individual does not desire to accept the responsibility of being placed in charge. Any member of the Department who signs a waiver will not be entitled to any acting rank pay. The permanent waiver can be withdrawn at any time by mutual agreement of the Chief and the individual who has signed the waiver.

C. No acting rank pay will be paid when the Officer in charge of the platoon is in radio contact with the base station and within the City of Cudahy Limits and can respond to all emergency calls and is therefore considered part of the platoon.

D. One (1) Officer per shift (Entire. Department) will be guaranteed on duty at all times with the normal absences of assigned Officers.

Off duty Officers will be called back on a rotating basis to insure an Officer is in charge of the Department. If no Department Officers are available and no Officer is on duty, then Section "B" of Work in Higher Classification will apply, to insure a qualified individual is in charge of the Department. All department Officers are to be counted in this section, including Chief Officers.

ARTICLE 21 – PERMANENT VACANCY

Whenever a permanent vacancy occurs in a bargaining unit job classification or a new bargaining unit job classification is established within the fire department, the vacancy will be filled by a qualified bargaining unit applicant before said vacancies are filled by a non-bargaining unit employee or applicant. The Fire Chief, under Wis. Stats. Sec. 62.13 shall have the discretion to unilaterally determine qualifications of subordinate classification, limited to those qualifications necessary to perform the job. The employer may decide not to fill the vacancy, pending vacancy or new job classification.

A notice of vacancy in a bargaining unit job classification or a new bargaining unit job classification shall be posted at least thirty (30)

calendar days prior to the last day on which applications are accepted. The notice shall include the date, time and place of the written examination, if any. It shall further state the eligibility requirements, the type and nature of the tests or test to be conducted, the written manuals or other materials if any, which will to some extent be included, the general subject matters to be covered, the weight to be given to each specific test, the grade needed to be qualified and the manner of grading to be used.

In the event the Chief modifies the academic certification or licensure qualifications currently in existence such that these qualifications are not held by any otherwise qualified bargaining unit candidate(s) for promotion, the Fire Chief shall provide bargaining unit members with a minimum of six (6) months notice to achieve said qualifications.

ARTICLE 22– JURY DUTY

In the event an employee is summoned for Jury Duty, and his/her commitment falls on an employee's regularly assigned duty day, the City shall release the employee for the Jury Duty. Once the employee is finished with Jury Duty for that day, the employee will return to work. The employee shall be entitled to a regular department salary, but must return to the City any monies earned for Jury Duty on his/her duty day, excluding travel and parking fees.

ARTICLE 23– SUBPOENA PAY

In the event an employee is subpoenaed for a duty related incident, (including an ambulance call), while off duty, said employee will be compensated at the current overtime rate for the time the employee is to appear, witness standby, all travel time, parking, and mileage (at the prevailing I.R.S. rate per/mile) if the employee provides their own transportation. If the employee is on duty when the employee has to appear, the employee shall be allowed to appear at no cost or loss of pay to said employee. The City shall provide transportation or pay mileage (at the prevailing I.R.S. rate per/mile). The employee shall be required to return to the City any monies earned for subpoena duty.

ARTICLE 24 – DUTY INCURRED INJURY PAY

Each employee who was injured or disabled in the performance of duties shall be entitled to injury leave with full pay from the day of injury until such time as said employee is able to return to work or reaches a point of maximum recovery, whichever comes first, as determined by the attending physician and the employer's physician. If there is a disagreement on the extent of disability, a neutral physician approved by the City and the Union may be called in to examine the disabled employee. If an employee reaches a point of maximum recovery and is unable to return to duty, the employee shall be entitled to all accrued benefits (including all accrued sick days to that date, but shall not accrue additional benefits from that date forward). Maximum recovery shall be the highest degree of recovery possible under the circumstances within a reasonable time. Worker's Compensation Insurance payments made to employees during the period of full pay shall be reimbursed to the City during such periods or period of payment. The City will attempt to obtain full or part-time employment for the disabled employee during the period of disability if the employee is unable to return to the position employee occupied before the disability.

ARTICLE 25– UNIFORM ALLOWANCE

Uniform Allowance shall be paid at a rate of ($500.00) Five Hundred dollars per year.

One-half of the uniform allowance shall be paid to each employee on the first pay period of June and on the first pay period in December of each year.

The City will continue to provide the employees in the Department with their "Turnout" gear, consistent with the past practice in the Department. The employees shall continue to be responsible for the care and maintenance of their "turn-out" gear.

The City agrees to reimburse an employee for damaged uniforms if the costs for reimbursement exceed the yearly paid uniform allowance. Receipts from authorized vendors must be submitted showing what the employee has spent on uniforms prior to the claim date.

Eyeglasses or contact lenses shall be repaired or replaced if they are damaged/broken during duty related activity and during working hours.

ARTICLE 26 – LIFE INSURANCE

The City agrees to pay the total cost of the City Life Insurance Group Plan.

ARTICLE 27 – MEDICAL AND HOSPITALIZATION INSURANCE

A. The City will provide a medical benefit plan for City Association members and their families. Such hospital and surgical coverage shall be provided to the Association member thirty (30) days from the date of his/her employment.

Effective January 1, 2013, the City shall pay nine-five percent (95%) of the premium of the lowest cost plan offered to the Association members. Association members shall pay premium costs in excess of the ninety-five (95%) of the lowest cost plan.

Effective January 1, 2014, the City shall pay ninety-two percent (92%) of the premium of the lowest cost plan offered to the Association members. Association members shall pay premium costs in excess of the ninety-two percent (92%) of the lowest cost plan.

Effective January 1, 2015, the City shall pay eighty-eight percent (88%) of the premium of the lowest cost plan offered to the Association members. Association member shall pay premium costs in excess of the eight-eight percent (88%) of the lowest cost plan.

B. No Association member shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums because said Association member does not qualify for the family plan.

C. It shall be the Association member's responsibility to notify the City of any change in family status for health insurance coverage including, but not limited to, a necessary change from family to single coverage. Such notification shall take place within thirty (30) days of change in family status. Failure to notify the City shall result in the Association member assuming responsibility for the additional premium cost until correction is made.

D. *Retiree Health Insurance:* Medical and hospital insurance coverage shall be available to all retired full-time Association members. This coverage shall be identical to the coverage provided to the regular full-time employees for either the single or family plan.

The City will continue to pay these premiums for retired Association members up to the age of Medicare, provided said Association member is not employed elsewhere and receiving hospital and surgical care paid for by another employer. If the retired employee gains other employment and is receiving hospital and surgical care paid by his/her new employer, the City will not be obligated to provide health insurance.

If a retiree is eligible for the lowest cost qualified plan, as an alternative to the Wisconsin Public Employer's Group Health Insurance Program, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree pursuant to this paragraph. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

E. ***Dental Plan***: Effective 01/01/87 the City will offer Association members a dental plan. It is understood between the parties that the City will incur no costs for the dental plan and the Association members will bear the entire cost of the plan.

F. All health, dental and surgical coverage is governed by the policy, and/or other plan documents.

G. The City and the Association agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current contract language, if

present contract is in violation of any state or federal law.

H. Effective with the signing of the 2010-2012 contract: Medical and hospital insurance coverage shall be available to all duty disabled full-time Association members who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the lowest cost plan and will continue to pay toward the Association member's health insurance coverage so long as the Association member remains disabled, and until the Association member qualifies for Medicare.

ARTICLE 28- HOLIDAYS

The City will continue to follow the holiday schedule consisting of ten (10) full holidays. These holidays are as follows:

New Year's Eve	New Year's Day
Friday before Easter	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day

All Association members shall have the option to take either compensatory time off or receive payment for these holidays. Any replacement days off shall be given these Association members as jointly determined by the individual Association member and the Chief. Holiday compensatory time may be reserved on a first come, first serve basis within each platoon, provided no one else in that platoon is scheduled for vacation or holiday. Holidays may be reserved more than ninety (90) days in advance only by procuring a written consent form signed by all the other members of that platoon. Replacement days may also be taken as full days.

Pay for unused holidays shall be three hundred fifty dollars ($350.00) for a full holiday, and one hundred seventy-five dollars ($175.00) for a half holiday.

If compensatory time is not taken for all holidays on or before December 31st of each year, Association members will receive payment for these holidays (not taken) in the next payroll period. The holidays set forth in this section shall accrue on the above dates, and any Association member receiving the benefit of such holiday before it accrues, and subsequently terminates employment with the City agrees to have the City deduct from the Association member's final pay check the value of such holiday or holidays received. Officers will choose holidays to ensure that only one Officer per shift is on a holiday at the same time (per 01/01/92)

The Fire Chief reserves the right to restrict holidays for any long term absence (2-weeks) on duty injury, resignations, long term absences, extended illnesses (2-weeks), or emergency situations on a particular shift. If this situation occurs, the Fire Chief shall honor all holidays marked within the ninety (90) day period, but reserves the right to cancel holidays beyond the ninety (90) day period and maintains the right to cancel any future holidays on the affected shift involved. Three (3) holidays may be split into six (6) twelve-hour increments; these half-day holidays may be taken from 7:00 a.m. to 7:00 p.m., or 7:00 p.m. to 7:00 a.m.

The Fire Chief shall honor all holidays marked within the ninety (90) day period but reserves the right to cancel holidays beyond the ninety (90) day period and maintains the right to cancel any future holidays on the affected shift involved if the holiday being scheduled would reduce the manning of the shift involved to below the minimum standard in effect at this time. Holidays cannot be restricted, if the restriction is caused by a delay in hiring replacement personnel.

ARTICLE 29– VACATIONS

Each employee shall receive an earned vacation leave, with pay, from anniversary date of hire as follows:

A. After one (1) year of service—six (6) work days.
B. After eight (8) years of service—nine (9) work days.
C. After fourteen (14) years of service—twelve (12) work days.
D. After twenty (20) years of service—fifteen (15) work days.

Selection of vacations shall be based on seniority per platoon. Only one man per station, per platoon, shall be allowed on vacation during any specific period of time. Vacations shall be selected in rotation in multiples of any three (3) consecutive work days, and a maximum of any six (6) consecutive workdays, in any one selection. All Officers will choose vacations to insure that only one Officer per shift is on vacation at the same time. Selection of vacations shall be as follows:

1st pick by – January 1
2nd pick by – January 10
3rd pick by – January 20
4th pick by – January 30
5th pick by – February 7

In the event an employee does not schedule a vacation within these prescribed limits, the employee shall lose the right to select by seniority for that particular vacation choice and shall not be able to cancel a holiday of another employee (with a vacation selection) if the other employee's holiday had been reserved and approved according to the rules governing holiday selection.

ARTICLE 30– COMMON MESS

All members of the bargaining unit shall participate in an organized mess, it being in the interest of the employer and the employees for the morale of the Department and for the harmonious working relationship between firefighters. This will be at no cost to the City and the City shall not contribute to this fund. It shall be the responsibility of each employee to contribute their fair share for daily meals while on duty. The City and its agents will be held harmless as to any lawsuit arising out of this section.

ARTICLE 31 – SICK LEAVE

Eligibility for sick leave shall be after the completion of six (6) months of employment with the City, but the accumulation shall be retroactive to the time of employment. Each employee shall accumulate one (1) sick day per month during the year. After an employee has utilized two (2) or more consecutive days, the Chief may require the employee to produce a doctor's certificate prior to returning to work stating the nature of the illness and verify that the employee was unable to report for duty. Employees who are sick and unable to report to work shall notify or cause the Officer in charge to be notified at least thirty (30) minutes before the start of the regular shift or assignment or earlier. Employees may accumulate up to a "MAXIMUM OF ONE HUNDRED FIFTY (150) SICK DAYS". Each sick day taken shall consist of one (1) workday. The City agrees that it will post a complete list of all employees and their accumulated sick leave between May 1st and May 15th of each year. Employees shall not be eligible for sick leave in excess of sick days actually earned.

Incentive for Non-Use of Sick Days:

Incentive to be calculated as: one (1) sick leave incentive day shall be granted after fifty (50) accumulated sick days; one (1) additional incentive day after one hundred fifty (150) accumulated sick days; one (1) additional incentive day after two hundred twenty-five (225) accumulated sick days; one (1) additional incentive day after three hundred (300) accumulated sick days; etc. in seventy-five (75) day increments *(where there is an actual limit spelled out above on sick days of one hundred fifty (150) days – this does not apply to this section – "UNLIMITED ACCUMULATION" will be counted for sick leave incentive days based on the same concept of one day earned per month of employment and subtract the number of days used to maintain a total)* All incentive days shall be scheduled by September 30th, and used by December 31st. Time off is regulated by the same rules as *"Holidays"*. Incentive days can only be carried over to the following year in the event of a long-term illness on a shift. An Incentive Day must be earned by January 1st of the year that it will be scheduled to be used. If the Incentive Day/s are not scheduled and taken, no compensation will be given.

ARTICLE 32 – FUNERAL LEAVE

Funeral leave of one (1) workday shall be granted in the event of a death of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings and step-siblings).

Funeral leave of up to one (1) workday shall be granted for funerals only of grandparents, mother-in-law, father-in-law, grandchildren, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This determination will be made by the Chief. Funeral leave cannot be used in lieu of regularly scheduled holidays or vacation days and employees shall not be entitled to compensatory time off for any regularly scheduled day or days off for holidays, which occur during such leave.

ARTICLE 33– MILITARY LEAVE

Any employee required to participate in training to retrain his/her status in the Reserve Forces of the Army, Navy, Marine Corps, Cost Guard or National Guard may be granted leave in accordance with the Uniform Services Employment and Reemployment Rights Act. Copies of the employees orders must be submitted to the Fire Chief in order to qualify for leave under this section.

Reserve employees shall provide notification of their monthly training schedule for the year as soon as it is available.

Such employee shall be paid the difference, if any, between the regular rate of pay and the military pay, for the period involved not to exceed (2) consecutive weeks for each emergency call up involving separate military orders. If the military pay exceeds the salary paid by the City, the employee shall retain the excess.

In the event of a National or State Emergency, such employee may take an extended military leave of absence without pay if ordered to active duty without loss of seniority.

ARTICLE 34 – RETIREMENT FUND

All Association members shall pay 100% of the general employee required contribution effective January 1, 2016. Such contributions are calculated from the Employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments made by the City shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

ARTICLE 35– SEVERANCE PAY

A. Vacation: Each Association member shall receive full payment at their base hourly rate, including longevity pay, on the effective date of resignation for all vacation accrued for the prior calendar year of service which has not been utilized at the time of separation from employment and for all vacation accrued during the current calendar year of service. To determine benefits accrued during the current calendar year of service, divide each complete month of service since the beginning of the calendar year by twelve (12) months and multiply by the total vacation allotment for that year of service under Article 27.

B. ***Sick Leave:*** Accumulated sick leave, not to exceed twenty-four (24) days, shall be given to the Association member in cash. For the purposes of this paragraph, a "day" shall be computed as a twenty-four (24) hour day. Each Association member shall be required to give the Chief forty-five (45) days notice prior to his/her retirement for the purposes of receiving benefits in this paragraph.

C. ***Uniform Allowance***: One twelfth of the prevailing unpaid uniform allowance will be due the Association member per full month of employment in the year of termination.

D. ***EMT Certification***: One twelfth of the prevailing unpaid EMT certification allowance will be due the Association member per full month of employment in the year of termination.

E. ***Holidays:*** Accrued holiday pay shall be paid at the rate in effect at the time of separation, according to the rate established in Article 27 – Holidays.

F. ***Accumulated Overtime:*** Earned accumulated overtime shall be paid at a rate and in accordance with the procedures set forth in this agreement.

G. ***Termination of Benefits:*** No Association member shall continue to accrue sick leave,

vacation, holidays or other benefits under this agreement after the effective date of resignation, which terminates their employment relationship with the City. All Association members shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Association members who terminate for reasons other than retirement or death shall receive their earned vacation, uniform allowance, holiday pay and accumulated overtime in accordance with the foregoing provisions. Association members who terminate for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave. Severance payments shall be made within thirty (30) calendar days following termination providing all City owned equipment is returned and there is no pending litigation involving the Association member's right to certain benefits. Cash payments to Association members who terminate their employment due to death or retirement shall be made in accordance with Wisconsin Law within thirty (30) days following the end of the payroll period in which the death or retirement occurred.

ARTICLE 36 – OUTSIDE EMPLOYMENT

The member of the Fire Department of the City of Cudahy may engage in gainful part-time employment subject to the following rules and regulations:

A. ***Notification of City:*** Prior to accepting or undertaking any outside employment, a member of the city of Cudahy Fire Department shall furnish to the Cudahy Police and Fire Commission, upon forms prepared for that purpose, the following:

1. A statement setting forth the name of the employer or that said member of the fire department will be self-employed.

2. The hours of employment and the type of work, together with a statement of the employer, if not self-employed, verifying the statement of the member of the Fire Department and agreeing to all of the terms and conditions of such part-time employment and the provisions of this section.

B. ***Prohibited Outside Employment:*** No such member may engage in any part-time employment which will interfere with their efficiency or availability for duty, nor the health, safety or welfare of the public, nor shall any member engage in any part-time employment which involves any conflict of interest with the City of Cudahy Fire Department or in any way involves fire regulations or control, or is in violation of any State, County or Municipal statutes, ordinances or regulations; nor shall any member engage in any part-time employment which employment requires a securing of any license or approval from the City of Cudahy.

C. ***Emergencies:*** In the event the Chief of the Fire Department decides that a state of emergency exists, he may unilaterally rescind for the duration of the emergency all of the outside employment privileges as proved in this section. In the event an emergency exists whereby the Chief of the Fire Department calls a member to duty outside their normal shift, said member agrees to report regardless of the fact that the member may be engaged in the gainful part time employment provided for in this section.

D. ***Waiver of Sick Leave:*** Prior to undertaking any part-time employment, said member shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefits arising by reason of the fact that such disability occurred while engaged in said part-time employment. In the event any member suffers a major injury while engaged in part-time employment, disqualifying them temporarily for work in the Fire Department, they shall submit to the chief of the Fire Department, a written statement from the attending physician, that the injury has not left the member in any fashion incapacitated, prior to returning to duty in the Fire Department. In the event of disability or inability to work in the Fire Department by reason of injury or illness occurring because of said part-time employment, substitutions by other members of the Fire Department for such injured firefighter shall not be permitted.

E. ***Termination of Outside Employment:*** In the event the Chief of the Fire Department is of the belief that any part-time employment is decreasing the efficiency of a member of interfering with the

member's availability for duty, the Chief may order the member to terminate said outside employment. The member, upon receipt of such order shall terminate said outside employment forthwith. The member may, however, appeal from the determination of the Chief to the Police and Fire Commission pursuant to the grievance procedure and may continue said outside employment during the pendency of the appeal. The appeal shall be made in accordance with the rules and regulations as the Board shall promulgate and establish. If the Board sustains the action of the Chief, the member shall cease outside employment forthwith.

ARTICLE 37 – EDUCATION INCENTIVE COMPENSATION

The City agrees to reimburse the members in the department for tuition and books for firefighting courses and other related courses approved by the Fire Chief. Reimbursement shall be made only where payment is not made by some other governmental or public agency, and where a certificate of satisfactory completion has been presented to the Chief. No employee shall be allowed to carry more than two (2) courses per semester or four courses per calendar year without the Chief's approval. When a member has completed course work requiring the use of a given book for which they have been reimbursed by the City, the member shall return the book to the Chief for use by other department members.

Subject to the foregoing considerations, employees successfully completing an Associate Degree in Fire Technology shall annually receive five dollars ($5.00) per credit for each earned credit. Employees must have completed five (5) full years of service with the Fire Department in order to be eligible. Maximum earned credits to be sixty-five (65).

The Shift Commander will be allowed membership and attendance in associations, societies and/or committees pertaining to Fire/Rescue related training and education. The Shift Commander can attend the above mentioned, on duty, manpower permitting.

ARTICLE 38– DURATION OF AGREEMENT

Except as provided below, the provisions of this agreement shall become effective on the dates hereinafter set forth in this instrument and shall continue in full force and effect until December 31, 2016.

In the event an agreement is not reached for the renewal of the contract by that date, to the extent allowed by law, the existing terms and conditions that are primarily related to wages, hours and conditions of employment shall continue to apply until settlement is reached in negotiations or interest arbitration. Conferences and negotiations shall be carried on between the City and the Association during the year of the contract as follows:

Step #1 – Submission of Association bargaining request in writing by September 1 to the labor negotiator and Common Council.

Step #2 – The Labor Negotiator will advise the Association by September 15 of the position of the City concerning its bargaining requests.

Step #3 – Negotiations are to begin after the response of the City, but in no event later than September 15.

"The timetable is subject to adjustment by mutual agreement".

ARTICLE 39– NO STRIKE

A. ***Strike Prohibited:*** Neither the Association or any officer, agent, or employee will engage in any strike, picketing (except for information picketing during non-duty hours), slowdown, sympathy strike, concerted work stoppage, or any other intentional interruption of work.

B. ***Association Action:*** Upon notification by the employer to the Association that certain of its employees are engaged in a violation of this provision, the union shall immediately, in writing, order such employees to return to work, provide the employer with a copy of such order, and a responsible official of the Association shall promptly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable effective and affirmative action to

secure the employees return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. ***Penalties:*** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits, and holiday pay. In any arbitration proceedings, involving breach of these provisions, the sole questions for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

D. ***Duration:*** This No-Strike provision shall expire with the term of this agreement. If however, a final and binding arbitration law concerning negotiations continues in full force and effect, this No-Strike provision shall continue to apply.

ARTICLE 40 – MUTUAL COOPERATION

The Association pledges that it will cooperate with the City in a concerted effort to achieve a more efficient and qualified Department consistent with the standards of the profession. Every employee shall endeavor to increase their individual qualifications and productivity.

ARTICLE 41 – MUTUAL AID

Employees shall participate in fire calls, rescue calls and/or other emergencies in other jurisdictions, at the discretion of the Chief. In the event of a labor dispute in another jurisdiction, employees shall participate in fire calls, rescue calls, and/or other emergencies at the discretion of the Chief, but shall not be required to man the equipment (unless the Cudahy equipment at the scene is damaged, inadequate or otherwise inoperative) or staff the fire station facilities of that jurisdiction.

ARTICLE 42 – SAVINGS CLAUSE

If any articles or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate satisfactory replacement for such article or part.

ARTICLE 43– TRADING TOURS OF DUTY

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

1. An employee must give written notice twelve (12) hours preceding the trade date to the Officer in charge of the employees' trade time.
2. Trade time must be repaid within the current calendar year.

3. It shall be the responsibility of the employee who is scheduled to work, as indicated on the trade form, to be on duty that day.

**Exception – in cases of "Family leave emergencies", the employee who is scheduled to work, as indicated on the trade form if approved by the Shift Officer in charge, will be allowed the necessary time off to take care of said "emergency", with no compensation due to the City.

B. All trades are to be within rank, Officers to trade with Officers, and MPO/Firefighters with MPO/Firefighters.

1. When two (2) Officers are scheduled to be on duty, one (1) Officer will be allowed to schedule a trade with a MPO/Firefighter, up to thirty (30) days prior to the day of the trade with the understanding that the other Officer will be scheduled on duty.

ARTICLE 44 - RESIDENCY

There shall be no restrictions on Association members and where they may establish residency while they are employed with the City. Residency is "open".

ARTICLE 45 – REPORTING FOR GENERAL ALARMS

The Association and the City agree that firefighters who are members of this bargaining unit have a responsibility under the rule which requires a special effort to report for duty, upon receipt of a general alarm unless circumstances which have always been recognized as excuses for not reporting to a general alarm prevents a firefighter from reporting. The Chief will maintain records which will show which firefighters do not respond to general alarms and if an individual firefighter establishes a pattern of failure to report to general alarms, he/she will be required by the Chief to furnish reasons for failing to respond to the general alarm.

ARTICLE 46 – FIRE INSPECTOR AND MECHANIC INCENTIVE PAY

Designated Fire Inspector(s) shall receive three hundred and twenty-five dollars ($325.00) per year payable in the month of December as a lump sum. Designated Heavy Equipment Mechanics (Truck) shall receive three hundred dollars ($300.00) per year payable in the month of December as a lump sum. Designated Small Engine Mechanics shall receive two hundred dollars ($200.00) per year payable in the month of December as a lump sum.

ARTICLE 47 – DRUG TESTING

A joint labor/management committee comprised of two (2) representatives from each party will be created to study drug testing and report back.

ARTICLE 48 – CONSOLIDATING, MERGING, AND/OR COMBINING SERVICES

Should the City of Cudahy decide to terminate its Fire Department, and enter into an agreement with any third party to provide Fire Protection/EMS Services, the City would honor the ***"Wages and Benefits"*** of its union, Local #1801, as Non-Probationary Employees, ***"Until the adoption of a collective bargaining agreement with the new Fire Service Provider is in place".***

The City would agree to have the Union represented in any consolidation process, and would be open to their concerns.

Local #1801 will endorse Consolidation and will be an active partner in this endeavor, "Only" if Management has complied fully with the above-mentioned language.

ARTICLE 49 – EMERGENCY LEAVE

Emergency leave up to one (1) work day shall be granted for use in emergencies such as death of a family member on a Duty Day, sickness of the immediate family member (spouse, children, father, mother, brother or sister) as determined by the Chief or for other valid reasons determined solely within the discretion of the Chief.

ARTICLE 50 – EMT CERTIFICATION

The City shall pay Union Members $300.00 E.M.T. pay per year. One-half of EMT pay shall be paid to the employee on the first pay period of June and one-half of EMT pay shall be paid on the first pay period of December.

ARTICLE 51 - HEALTH INSURANCE COMMITTEE:

The Union and the City agree to establish a Labor/Management Health Committee. The Committee shall have at least one (1) representative from Local 1801. The Committee shall meet as needed at the request of Labor or Management to discuss and resolve issues related to the City Health Insurance.

The Committee shall have access to all relevant information and reports from consultants, insurance carriers, and third party administrators subject to relevant State and Federal Statutes.

The Committee shall make recommendations to the Common Council pertaining to the administration and financing of the Health Benefit plan.

ARTICLE 52 – ENTIRE MEMORANDUM OF AGREEMENT

The foregoing constitutes the entire Memorandum of Agreement between the parties by which the resolutions of the Common Council affecting wages, hours, and conditions of employment and rules of the Police and Fire Commission not inconsistent with the Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this agreement are in conflict with the existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

APPENDIX 'A'

APPENDIX A

	(2.0%) Effective 01/01/15 2015 Hourly Rate	*(3.0%) Effective 01/01/16 2016 Hourly Rate*
Lieutenant	24.12	24.84
7th Year	22.69	23.37
6th Year	21.75	22.40
5th Year	20.86	21.49
4th Year	19.98	20.58
3rd Year	19.10	19.67
2nd Year	18.21	18.76
1st Year	17.32	17.84
Acting Rank Pay	1.42	1.46

FOR LOCAL INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL #1801

By:_____
MARK SIGGELKOW,
President

By:_____
STEVEN UECKER,
Vice President

FOR THE CITY OF CUDAHY:

By:_____
MARY SCHISSEL, Chairperson
Personnel Committee

By:_____
JOHN HOHENFELDT,
Mayor

Dated this _____day of _____, 2015.

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This Ordinance shall take effect upon passage and publication as provided by law, and the City Clerk shall so amend the Code of Ordinances of the City of Cudahy, and shall indicate the date and number of this amending ordinance therein.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy this _____day of _____, 2015.

_____

JOHN HOHENFELDT, Mayor

Attest:

_____

DENNIS P. BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

ORD #5

ORDINANCE NO. 2373.10
AN ORDINANCE FIXING THE SALARIES AND PROVIDING FRINGE BENEFITS FOR DEPARTMENT HEADS OF THE CITY OF CUDAHY FOR 2016

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries, and fringe benefits of the officials and employees of the City of Cudahy, commencing January 1, 2016 (2% increase) except where otherwise noted, shall be as follows:

WAGES AND SALARIES – CLASSIFIED SERVICE

PUBLIC HEALTH OFFICER
2% effective January 1, 2016 $3,239.52 Bi-weekly $84,227.48 Annually

PUBLIC WORKS SUPERINTENDENT
2% effective January 1, 2016 $2,815.20 Bi-weekly $73,195.20 Annually
Payment at straight time for all OT over 50 hours actually worked in week.

SUPERINTENDENT/WATER UTILITY
2% effective January 1, 2016 $2,914.23 Bi-weekly $75,770.07 Annually
Payment at straight time for time worked over 40 hours per week for IT purposes.

DIRECTOR OF PUBLIC WORKS
2% effective January 1, 2016 $3,784.35 Bi-weekly $98,393.18 Annually

DIRECTOR OF OFFICE SERVICES
2% effective January 1, 2016 $2,598.59 Bi-weekly $67,563.24 Annually

FINANCE DIRECTOR
2% Effective January 1, 2016 $2,601.00 Bi-weekly $67,626.00 Annually

CHIEF INSPECTOR
2% effective January 1, 2016 $2,789.34 Bi-weekly $72,522.94 Annually

CONFIDENTIAL ADMINISTRATIVE SECRETARY – CHIEF OF POLICE
2% effective January 1, 2016 $1,929.31 Bi-weekly $50,161.98 Annually

DIRECTOR OF ECONOMIC DEVELOPMENT/INSPECTION/ZONING
2% effective January 1, 2016 $2,664.45 Bi-weekly $69,275.80 Annually

IT DIRECTOR
2% effective January 1, 2016 $2,471.54 Bi-weekly $64,260.00 Annually

BENEFITS

The fringe benefits and longevity pay for the above employees are as follows:

1. **WORK HOURS**: The positions shall be non-classified, exempt positions. The work hours of the positions shall be a minimum of 40 hours per week. The positions shall not qualify for overtime pay (with stated exceptions)

2. **LONGEVITY**: The City shall pay longevity pay as follows:
   A. After five (5) years of service $5.00 per month
   B. After ten (10) years of service $10.00 per month
   C. After fifteen (15) years of service $15.00 per month
   D. After twenty (20) years of service $20.00 per month
   E. After twenty-five (25) years of service $25.00 per month
   F. After thirty (30) years of service $30.00 per month
   G. After thirty-five (35) years of service $35.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall commence with the last payroll period in each month.

4. **LIFE INSURANCE**: See employee manual.

5. **MEDICAL & HOSPITAL INSURANCE**: See employee manual.

   Retiree Health Insurance: See employee manual.

6. **DENTAL INSURANCE**: See employee manual.

7. **WISCONSIN RETIREMENT FUND**: See employee manual.

8. **HOLIDAYS**: See employee manual.

9. **SICK LEAVE**: See employee manual.

10. **VACATION**: The above employees shall receive an earned vacation leave, with pay, from anniversary date of hire as follows. **Note: The Director of Office Services, the DPW Director, Public Health Officer (pro-rated) and Economic Development Director, IT Director received three (3) weeks vacation upon date of hire. After nine (9) years of service, they will fall into schedule below.**
A. Two (2) weeks vacation after one (1) year of service.
B. Three (3) weeks vacation after seven (7) years of service.
C. Sixteen (16) days vacation after nine (9) years of service.
D. Seventeen (17) days vacation after ten (10) years of service.
E. Eighteen (18) days vacation after eleven (11) years of service.
F. Nineteen (19) days vacation after twelve (12) years of service.
G. Four (4) weeks vacation after thirteen (13) years of service.
H. Twenty-one (21) days vacation after fourteen (14) years of service.

I. Twenty-two (22) days vacation after fifteen (15) years of service.
J. Twenty-Three (23) days vacation after sixteen (16) years of service.
K. Twenty-four (24) days vacation after seventeen (17) years of service.
L. Five (5) weeks vacation after eighteen (18) years of service.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the Employee was hired by the City of Cudahy based on no break in continued employment.

In the case of the death of any employee of the City, the unused vacation allowance of such employee shall be paid to the employee's designated beneficiary. Any employee who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

11. FUNERAL LEAVE: See employee manual.

12. JURY DUTY: See employee manual.

13. SUBPOENA PAY: See employee manual.

14. SEVERANCE PAY: See employee manual.

15. DISABILITY INSURANCE See employee manual.

16. MILITARY LEAVE: See employee manual.

17. PERSONAL DAYS: See employee manual.

18. EDUCATION INCENTIVE PAY

Employees awarded a Masters Degree meeting the City of Cudahy requirements, shall receive a onetime "education incentive pay" of $1,000.

Education Incentive Pay Requirements

1. Degree received prior to hire date are ineligible.
2. Degree must be from a school accredited by the North Central Association of Colleges and Schools.
3. Must be employed with the City of Cudahy for a minimum of two years.
4. Employees who have previously received education incentive pay are ineligible.

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above. Introduced at a meeting of the Common Council of the City of Cudahy held this ____ day of _____, 2015.

Passed and approved this _____

_____
JOHN HOHENFELDT, Mayor

Attest:

_____
DENNIS BRODERICK, City Clerk/Treasurer

Prepared By: Paul Eberhardy, City Attorney
Wis. State Bar No. 1045304

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

ORD #6

ORDINANCE NO. 2374.14
AN ORDINANCE FIXING THE SALARIES OF CERTAIN NON-UNION EMPLOYEES OF THE CITY OF CUDAHY FOR 2016

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries, and fringe benefits of the officials and employees of the City of Cudahy, commencing January 1, 2016 (2% increase) except where otherwise noted, shall be as follows:

PUBLIC WORKS (Hourly)	I	II	III	IV	V
Utility Foreman	29.07	30.30	31.39	32.33	33.01
Head Mechanic	27.54	29.07	30.09	31.11	31.62
Lead/Arborist w/Cert.	26.06	27.15	27.66	28.21	28.74
Lead/Arborist w/o Cert.	22.14	23.27	24.63	26.06	26.60
Lead Solid Waste & Recyc.	22.14	23.27	24.63	26.06	26.60
Journeyman/Master Electrician	28.05	29.07	30.09	31.11	32.13
Service Worker	19.69	22.14	23.26	24.63	26.06
PT Recycling Center Attend. w/cdl	16.32	17.34	17.85	18.36	18.87
PT Recycling Center Attend. w/o cdl	13.26	13.77	14.79	15.81	16.83
Utility Billing & DPW Conf. Admin Clerk	21.31	22.41	22.96	23.50	24.05
DPW Part-time Clerk	13.01	13.77	14.55	15.31	16.07
Seasonal Employees (per season)	10.71	12.75	13.77	14.79	16.32

Merit Increase One-Time Stipend Max	
Amount per employee	$1,000
Merit Increase Max % to base salary	1.5%

WATER UTILITY (Hourly)	I	II	III	IV	V
Lead Purification Plant Operator	22.02	25.81	26.89	28.03	29.14
Purification Plant Operator	21.10	24.91	26.01	27.12	28.22
Utility Serviceman II	23.12	27.10	28.23	29.44	30.60
Utility Serviceman I	20.96	24.67	25.83	26.89	27.21
Seasonal Employees (per season)	10.71	12.75	13.77	14.79	16.32

ENGINEERING (Hourly)	I	II	III	IV	V
Engineering Utility Project Supervisor	29.52	30.89	31.98	33.07	34.85
Engineer	24.48	26.01	28.05	30.35	32.39
Engineering Technician – General	22.81	24.10	25.50	27.29	29.58
Engineering Technician – Specialized	23.97	24.49	27.29	29.07	30.60

Engineering/DPW Clerk	18.87	19.89	22.44	20.95	23.46
Engineering Intern	14.79	16.83	17.85	18.87	19.89
JANITORIAL (Hourly)	I	II	III	IV	V
Custodial-Municipal	20.78	22.15	23.27	24.38	25.52
Custodial-Aide	14.98	17.99	19.18		
CLERICAL (Hourly)	I	II	III	IV	V
Clerk I-General Office Clerk	14.47	17.41	18.53	19.66	20.76
Clerk II-General Office Clerk	15.27	18.24	19.34	20.47	21.60
Police Clerk	15.27	18.24	19.34	20.47	21.60
Court Clerk	15.27	18.24	19.34	20.47	21.60
Bookkeeping Clerk/IS Support	16.56	19.76	20.87	21.98	23.08
Emergency Service Dispatcher	16.83	19.84	20.41	20.93	22.15
Lead Dispatcher/Trainer					23.15
PART TIME	I	II	III	IV	V
Emergency Service Dispatcher	16.67	17.54	18.40		
P/T Court Clerk					15.70
P/T NPO Clerk					14.33
P/T Fire Dept Clerk * benefits prorated					17.62
Part-time Clerk Treasurer's Office	12.01	12.34	12.65		
DPW Part-time Clerk/Floater	12.97	13.60	14.35		
CSO'S					
P/T Community Service Officer					12.06
P/T Maintenance Inspector/Community Service Officer					20.59
P/T Asst. Maintenance Inspector/Community Service Officer					13.44
P/T Court Liaison Officers					21.29
INSPECTION (Hourly)	I	II	III	IV	V
Neighborhood Preservation Officer P/T					20.59
Electrical Inspector	25.52	29.73	30.81	31.97	33.07
Plumbing Inspector/Assistant Building Inspector	21.65	23.82	24.41	25.01	26.39

Interim Plumbing Inspector P/T $30.00 per Inspection $500 retainer					30.00
COMMUNITY DEVELOPMENT (Hourly)					
Community Development Associate P/T *this position has prorated paid holidays					20.00
HEALTH DEPT. (Hourly)	I	II	III	IV	V
Public Health Nurse Coordinator	33.15	34.27	35.39	36.52	37.64
Public Health Nurse	28.25	29.25	30.25	31.25`	32.25
Pulbic Health Specialist/Comm Health Educator	22.00	23.00	24.00	25.00	26.00

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above.
Introduced at a meeting of the Common Council of the City of Cudahy held this ____ day of _____, 2015.

Passed and approved this _____

_____
JOHN HOHENFELDT, Mayor

Attest:

_____
DENNIS BRODERICK, City Clerk/Treasurer

Prepared By: Paul Eberhardy, City Attorney
Wis. State Bar No. 1045304

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

ORD # 7

ORDINANCE NO. 2375.3

AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE POLICE CHIEF IN THE CITY OF CUDAHY POLICE DEPARTMENT FOR 2016

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Police Chief ("employee") in the City of Cudahy Police Department, commencing January 1, 2016.

WAGES AND SALARIES – POLICE CHIEF
The salary for the full-time appointed Chief shall be:
Effective January 1, 2016 $95,453.34 annually (3% increase)

RESIDENCY
The Chief of Police must live within the boundaries consisting of:
Effective January 1, 2013, employees shall reside within fifteen (15) miles of the jurisdictional boundaries of the City Limits.

BENEFITS

1. **UNIFORM ALLOWANCE**
   UNIFORM AND BALLISTIC VEST ALLOWANCE
   Uniforms: The City agrees to pay all employees an annual uniform allowance of five hundred fifty dollars ($550.00) effective January 1, 2011 and five hundred seventy-fifty dollars ($575.00) effective January 1, 2012. One half of this amount shall be paid to each employee on June 1st and one half on December 1st of each year with payments to coincide with the closest payroll period.

   Ballistic Vests: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed six hundred dollars ($600.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

2. **USE OF CITY-OWNED VEHICLE FOR OFFICIAL BUSINESS**
   Once the employee maintains residency within the boundaries, the employee shall have the use of a city-owned vehicle to take home on a daily basis provided that the city-owned vehicle is not used for personal use. Personal use is any mileage not qualifying as Official Business Mileage. Official Business Mileage covers only those miles traveled in the performance of assigned duties.

   A city-owned vehicle may not be used for personal vacation trips unless such trip is incidental to city business. Prior to use of city-owned vehicle outside the state, or further than 350 miles from the City of Cudahy within the state, a request must be submitted in writing to and approved by the Mayor. A mileage

allowance for use of a personal vehicle will not be provided to any city personnel when a city-owned and maintained vehicle is at the disposal of such personnel.

3. LIFE INSURANCE
See employee manual

4. MEDICAL AND HOSPITALIZATION INSURANCE
A. Effective January 1, 2013, the City will pay 95% of the lowest cost qualified plan for the full-time above employee. Effective January 1, 2014, the City will pay 92% of the lowest cost qualified plan. Effective January 1, 2015, the City will pay 88% of the lowest cost qualified plan. The employee shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums paid because he/she does not qualify for the family plan. In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan. Annually, the employee shall sign a form certifying that they do not have coverage available and paid for by the City.

B. It shall be the employee's responsibility to notify the City of any change in family status for health and dental insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement. Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

C. Retiree Health Insurance: Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 10 years of continuous service in the City of Cudahy and not less than age 53. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees for either the single or family plan. The City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area for full-time employees.

The City will continue to pay these premiums for retired employees up to the age of Medicare, provided said employee is not employed elsewhere and eligible for or receiving hospital and surgical care paid for by another employer. If the retired employee gains other employment and is eligible for or receiving hospital and surgical care paid by his/her new employer, the City will not be obligated to provide paid health insurance. The retired employees shall notify the City immediately upon commencing employment which renders the retired employee eligible for hospital and surgical care.

If a retiree is eligible for the lowest cost qualified plan, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

D. Medical and hospital insurance coverage shall be available to all duty disabled full time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the lowest cost qualified plan under the Wisconsin Public Employer's Group Health Insurance Plan (for Participating Local Government Employees and Annuitants) and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee

qualifies for Medicare.

5. DENTAL INSURANCE
See Employee Manual

6. WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION
The employee shall be covered under the State of Wisconsin Retirement Fund in accordance with Wisconsin Statutes. Beginning January 1, 2016 the Police Chief shall pay the full percentage required of general employees. Such contributions are calculated from the employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

7. HOLIDAYS
The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

8. SICK LEAVE
The above employee contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The above employees shall accumulate 4 hours of sick leave per month effective July 1, 2012. Sick leave may accumulate to a maximum of 360 hours. Paid sick days shall be deducted from a total sick leave accumulation.

Recruit Employees: Eligibility for sick leave begins after successful completion of the performance period of 6 months employment with the City, but accumulation is retroactive to the date of employment. Recruit employees are paid sick pay based upon rate of pay as of their date of sickness or disability for such days with the maximum reimbursement of 8 hours per month, within thirty (30) days following successful completion of the performance period. New employees continue to earn 8 hours per month during their first 4 years of service. After the 4th year, the sick leave earned is to be 4 hours per month.

illness.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them on December 31st of each year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them on December 31st of each year.

9. VACATION

The employee shall receive an earned vacation leave with pay as follows:

A. Fifteen (15) days vacation in 2008.
B. Twenty-five (25) days vacation after seven (7) complete years of service.

Vacation days must be used no later than the end of the year following that in which they were earned.

While the total year's accrued vacation will be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the last anniversary the employee was hired by the City of Cudahy with no break in continuous employment. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

10. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

11. FUNERAL LEAVE

See employee manual

12. JURY DUTY:

See employee manual

13. EDUCATION INCENTIVE

The City agrees to reimburse the Police Chief of the Department for tuition and books for police courses and other related courses approved in advance by the Mayor. Reimbursement shall be made only where

payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Mayor. The Police Chief shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Mayor. When the Police Chief has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members.

If the Police Chief were to leave the Cudahy Police Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

14. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

B. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.

C. Sick Leave: Accumulated sick leave not to exceed 400 hours shall be given to the above employee in cash upon retirement or death. For the purpose of this paragraph a day shall be computed as an eight-hour day. The above employee will be required to give the City ninety days (90) notice prior to his retirement for the purpose of receiving this benefit.

D. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.

E. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.

F. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.

G. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

H. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.

I. Holidays: Accrued but unused holidays at the time of severance shall be paid.

J. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.

K. The Chief shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.

L. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part; or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after January 1, 2009.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____, 2015

_____
JOHN HOHENFELDT, Mayor

Attest:

_____
DENNIS BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304

ORD #8

ORDINANCE NO. 2376.3
AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE FIRE CHIEF IN THE CITY OF CUDAHY FIRE DEPARTMENT FOR 2016

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Fire Chief ("employee" or "Chief") in the City of Cudahy Fire Department, commencing January 1, 2016.

SALARY – FIRE CHIEF

The salary for the full-time appointed Chief shall be $94,453.35 commencing 01/01/16.

RESIDENCY

See Employee Manual.

BENEFITS

1. **UNIFORM ALLOWANCE**
   The uniform allowance shall be $550. per year and the 2014 payment shall be made on the Chief's first pay period. Thereafter, the uniform allowance shall be paid one half on June 1st and one half on December 1st each year with payment to coincide with the closest payroll period.

2. **USE OF CITY-OWNED VEHICLE FOR OFFICIAL BUSINESS**
   Once the employee maintains residency in the established area, the employee shall have the use of a city-owned vehicle to take home on a daily basis provided that the city-owned vehicle is not used for personal use. Personal use is any mileage not qualifying as Official Business Mileage. Official Business Mileage covers only those miles traveled in the performance of assigned duties.

   A city-owned vehicle may not be used for personal vacation trips unless such trip is incidental to city business. Prior to use of city-owned vehicle outside the state, or further than 350 miles from the City of Cudahy within the state, a request must be submitted in writing to and approved by the Mayor. A mileage allowance for use of a personal vehicle will not be provided to any city personnel when a city-owned and maintained vehicle is at the disposal of such personnel.

   The Chief shall reimburse the city on a monthly bases for travel from the Chief's personal residence to the city limits at a mileage rate set by the State of Wisconsin.

3. **LIFE INSURANCE**:
   See employee manual (same language)

4. **MEDICAL AND HOSPITALIZATION INSURANCE**

A. Effective January 1, 2013, The City shall pay 95% of the premium of the lowest cost plan for full time employee. Employee shall pay premium costs in excess of the ninety-five (95%) of the lowest cost plan.

Effective January 1, 2014, the City shall pay ninety-two percent (92%) of the premium of the lowest cost plan offered to the employee. Employee shall pay premium costs in excess of the ninety-two percent (92%) of the lowest cost plan.

Effective January 1, 2015, the City shall pay eighty-eight percent (88%) of the premium of the lowest cost plan offered to the employee. Employee shall pay premium costs in excess of the eighty-eight (88%) of the lowest cost plan.

B. It shall be the employee's responsibility to notify the City of any change in family status for health and dental insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement. Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

C. Retiree Health Insurance: Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 10 years of continuous service in the City of Cudahy and not less than age 53. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees for either the single or family plan. The City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area for the eligible retiree or the rate paid at the time of retirement for the Chief, whichever is less.

The City will continue to pay these premiums for retired employees up to the age of Medicare. The retired employees shall notify the City immediately upon commencing employment which renders the retired employee eligible for hospital and surgical care.

If a retiree is eligible for the lowest cost qualified plan, as an alternative to the Wisconsin Public Employer's Group Health Insurance Program, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree pursuant to this paragraph. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

If a retiree moves out of state while covered under the State of Wisconsin Health Insurance Plan, he must elect the Standard Plan and will pay the difference in premium from the lowest cost plan in Milwaukee County.

If the retired employee secures employment with another employer and is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program.

D. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the lowest cost qualified plan in the Milwaukee County area under the Wisconsin Public Employer's Group Health Insurance Plan (for Participating Local Government Employees and Annuitants) and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

5. **DENTAL INSURANCE**
See employee manual

6. **WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION**
Beginning January 1, 2016, employee shall pay the full required general employee contribution.

7. **HOLIDAYS**
The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

8. **SICK LEAVE**: The above employees contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment, shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The above employees shall accumulate 4 hours of sick leave per month effective **April 7, 2013**. Sick leave may accumulate to a maximum of 360 hours. Paid sick days shall be deducted from a total sick leave accumulation.

Recruit Employees: Eligibility for sick leave begins after successful completion of the performance period of 6 months employment with the City, but accumulation is retroactive to the date of employment. Recruit employees are paid sick pay based upon rate of pay as of their date of sickness or disability for such days with the maximum reimbursement of 8 hours per month,

within thirty (30) days following successful completion of the performance period. New employees continue to earn 8 hours per month during their first 4 years of service. After the 4th year, the sick leave earned is to be 4 hours per month.
illness.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them on December 31st of each year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them on December 31st of each year.

9. VACATION

The employee shall receive an earned vacation leave with pay as follows:

A. Twenty (20) days vacation in 2009.
B. Twenty-five (25) days vacation after seven (7) complete years of service.

Vacation days must be used no later than the end of the year following that in which they were earned.

While the total year's accrued vacation will be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the last anniversary the employee was hired by the City of Cudahy with no break in continuous employment. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

10. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

11. FUNERAL LEAVE

See employee manual

12. JURY DUTY:

See employee manual

13. EDUCATION INCENTIVE

The City agrees to reimburse the Chief for tuition and books for Fire courses and other related courses approved in advance by the Mayor. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Mayor. The Fire Chief shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Mayor. When the Fire Chief has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members.

If the Fire Chief were to leave the Cudahy Fire Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

14. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.

B. Sick Leave: Accumulated sick leave not to exceed 400 hours shall be given to the above employee in cash upon retirement or death. For the purpose of this paragraph a day shall be computed as an eight-hour day. The above employee will be required to give the City ninety days (90) notice prior to his retirement for the purpose of receiving this benefit.

C. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.

D. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.

E. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.

F. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

G. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.

H. Holidays: Accrued but unused holidays at the time of severance shall be paid.

I. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.

J. The Chief shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.

H. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after December 19, 2007.

Introduced at a meeting of the Common Council of the City of Cudahy, held this 6th day of January, 2015.
Passed and approved this ___ day of _____ 2015.

_____
John Hohenfeldt, Mayor

Attest:

_____
Dennis Broderick, City Clerk

ORD #9

ORDINANCE NO. 2377.3

AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE CAPTAIN OF POLICE IN THE CITY OF CUDAHY POLICE DEPARTMENT FOR 2016

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Captain of Police in the City of Cudahy Police Department, commencing January 1, 2016.

WAGES – CAPTAIN OF POLICE
The salary for the full-time Captain of Police (employee) effective January 1, 2016 shall be $90,680.69 annually.

RESIDENCY
See Employee Manual.

WORK SCHEDULE
5-2 / 5-2 work cycle with flexibility to meet the needs of the Department.

BENEFITS

1. **UNIFORM ALLOWANCE**
   UNIFORM AND BALLISTIC VEST ALLOWANCE
   Uniforms: The City agrees to pay all employees an annual uniform allowance of five hundred fifty dollars ($550.00) effective January 1, 2011 and five hundred seventy-fifty dollars ($575.00) effective January 1, 2012. One half of this amount shall be paid to each employee on June 1st and one half on December 1st of each year with payments to coincide with the closest payroll period.

   Ballistic Vests: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed six hundred dollars ($600.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

2. **EDUCATION INCENTIVE:**
   The City agrees to reimburse the Captain of the Department for tuition and books for police courses and other related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency and where a certificate of satisfactory completion with a grade point of 2.0 or above (Grade of "C" or better) has been presented to the Chief. The Captain shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When the Captain has completed course work requiring the use of a

given text for which the City has reimbursed him, the book(s) shall be returned to the Chief for use by other Department Members.

If the Captain were to leave the Cudahy Police Department for any reason, he is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year of completing the course – 100% reimbursement of tuition and books.
Within two (2) years aft completing the course – 75% reimbursement of tuition and books.
Within three (3) years after completing the course – 50% reimbursement of tuition and books.
Within four (4) years after completing the course – 25% reimbursement of tuition and books.

3. **LIFE INSURANCE**
See employee manual.

4. **MEDICAL AND HOSPITALIZATION INSURANCE**
The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

A. Effective January 1, 2013, the City shall pay ninety-five percent (95%) of the lowest cost qualified plan; Effective January 1, 2014, the City shall pay ninety-two percent (92%) of the lowest cost qualified plan; Effective January 1, 2015 the city shall pay eighty-eight (88%) of the lowest cost qualified plan. In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan.

B. The City shall implement a premium only section 125 pre-tax plan.

C. It shall be the employee's responsibility to notify the City of any change in family status for health and dental insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement. Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

D. Retiree Health Insurance: Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 15 years of continuous service in the City of Cudahy and not less than age 53. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees for either the single or family plan. The City shall continue

to pay 95% of the lowest cost qualified plan in the Milwaukee County area for retired employees up to the age of Medicare.

If a retiree moves out of state while covered under the State of Wisconsin Health Insurance Plan, he must elect the Standard Plan and will pay the difference in premium from the lowest cost plan in Milwaukee County.

If the retired employee secures employment with another employer and is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program.

E. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the lowest cost qualified plan under the Wisconsin Public Employer's Group Health Insurance Plan (for Participating Local Government Employees and Annuitants) and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

5. **DENTAL INSURANCE**
See Employee Manual. Note: Same language.

6. **WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION**
The employee shall be covered under the State of Wisconsin Retirement Fund in accordance with Wisconsin Statutes. Beginning January 1, 2016 the Captain shall pay the full general employee contribution. Such contributions are calculated from the Employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the Captain. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

7. **HOLIDAYS**
The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the employee receiving the benefit of such

holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final paycheck that value of such holiday or holidays received. The employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

8. **SICK LEAVE**

The above employees contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment, shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment.

The above employees shall accumulate 4 hours of sick leave per month effective July 1, 2012. Sick leave may accumulate to a maximum of 360 hours. Paid sick days shall be deducted from a total sick leave accumulation. Current sick banks will remain in tact.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them on December 31st of each year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them on December 31st of each year.

9. **VACATION**

The Captain shall receive an earned vacation leave with pay as follows:

Ten (10) days vacation after one (1) year of service
Fifteen (15) days vacation after seven (7) years of service
Sixteen (16) days vacation after nine (9) years of service
Seventeen (17) days vacation after ten (10) years of service
Eighteen (18) days vacation after eleven (11) years of service
Nineteen (19) days vacation after twelve (12) years of service
Twenty (20) days vacation after thirteen (13) years of service
Twenty-one (21) days vacation after fourteen (14) years of service
Twenty-two (22) days vacation after fifteen (15) years of service
Twenty-three (23) days vacation after sixteen (16) years of service
Twenty-four (24) days vacation after seventeen (17) years of service
Twenty-five (25) days vacation after eighteen (18) years of service

Vacation days must be used no later than the end of the year following that in which they were earned.

While the total year's accrued vacation will be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the last anniversary the employee was hired by the City of Cudahy with no break in continuous employment. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

10. **LONGEVITY**

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

11. **FUNERAL LEAVE**

See Employee Manual. Note: Same except for the addition of step family.

12. **JURY DUTY:**

See Employee Manual. Note: Same language.

13. **SEVERANCE PAY**

If the employee is laid off, retires, voluntarily terminates employment while in good standing and for reasons other than discharge, or dies while in the employment of the City, he or his designated beneficiary shall be entitled to severance pay, computed at the employee's last base hourly rate for an eight hour day, as provided herein.

A. Vacation: All earned but unused earned vacation for the prior year of service and any vacation earned in the current year of service (prorated from the last anniversary date up to the date of severance) shall be paid, in a lump sum as calculated pursuant to City policy.

B. Sick Leave: Accumulated sick leave not to exceed 400 hours shall be given to the above employee in cash upon retirement or death. For the purpose of this paragraph a day shall be computed as an eight-hour day. The above employee will be required to give the City ninety days (90) notice prior to his retirement for the purpose of receiving this benefit.

C. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.

D. Holidays: Accrued but unused holidays at the time of severance shall be paid.

E. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.

F. The Captain shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.

G. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after May 28, 2010.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____ day of _____,2015.

_____
JOHN HOHENFELDT, Mayor

Attest:

_____
DENNIS P. BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304