

**CITY OF MERRILL
COMMITTEE OF THE WHOLE
Tuesday, December 10, 2013 at 5:30 P.M.
City Hall Common Council Chambers
1004 East First Street**

AGENDA

1. Call to order
2. Presentation by Deb Brunett, Merrill Productions, on suggestions for improving audio and video at meetings
3. Consider request from Street Commissioner Lupton to lift hiring freeze in order to replace retiring Street Department employee
4. Public Comment
5. The Committee may convene in closed session pursuant to Wisconsin State Statutes Section 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to consider 2014-2015 labor contract with International Association of Firefighters Local 847 and 2014-2015 labor contract with Merrill Professional Police Association.
6. The Committee may reconvene in open session for potential action(s) on closed session issue(s).
7. Adjournment

NOTE: It is possible that a quorum of the Common Council will be present at this meeting. However, no Common Council action will be taken.

Agenda prepared by City Clerk Bill Heideman
Agenda reviewed by City Administrator Dave Johnson

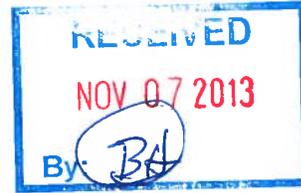
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Date and time agenda was posted: _____ *Posted by:* _____

2

Heideman, Bill

From: Deb Brunett <Deb.Brunett@maps.k12.wi.us>
Sent: Thursday, November 07, 2013 2:42 PM
To: Bialecki, Bill
Cc: Heideman, Bill
Subject: Common Council



Bill:

I was wondering if I could get on the Council agenda to give a dos and don'ts of audio/meetings for Merrill Productions. I just gave a presentation to the Board of Education this past Monday and I think it would be appropriate to talk to the Council about the etiquette of being videotaped for meetings. We do plan on upgrading the City Hall Chambers audio and video now that the Board of Ed project is coming to a close.

Please let me know the meeting date so that I can get the meeting on my calendar. Thank you.

Deb Brunett

Business Teacher
Merrill Productions, Operations Mgr.
Merrill High School
1201 N. Sales Street
Merrill, WI 54452
715.536.4594 ext. 18108 or 18096
deb.brunett@maps.k12.wi.us

3

Heideman, Bill

From: Johnson, David
Sent: Monday, November 18, 2013 12:10 PM
To: Heideman, Bill
Cc: Bialecki, Bill; Unertl, Kathy
Subject: December COW

Bill,

We will need to have COW prior to the December Council meeting.

Items include lifting hiring freeze to replace retiring Street Department employee ~~and a 6-month extension of~~
~~single contract.~~

David Johnson, City Administrator
City of Merrill
1004 E. 1st St.
Merrill WI 54452
715-536-5594



2014-2015 Fire Contract Change Highlights

All Fire Department Employees, ~~including special paid on call personnel~~ hired after January 1, 2008, shall reside within a ~~15~~ 10-mile radius of the boundaries of the City of Merrill Fire Station #1, 701 E. 1st Street, Merrill, WI no later than ~~90~~ 60 days after completion of their probationary period. (TA 9/12)

ARTICLE 6 - HOURS

~~Employees shall work an average of 56 hours per week. Employees shall work a system of duty shifts and each such shift shall have the following schedule of hours: 24 hours of work, 24 hours off work, 24 hours of work, 24 hours off work, 24 hours of work and 96 hours off work. The Department will be on a seven (7) day work week. A minimum of two (2) hours of drill per day.~~

The City agrees to allow changes in work days or hours between members of the Department. Written notification must be given to and approved by the Chief of the Fire Department, or his designee, provided the employee substituted is of the same rank or equally qualified. The City shall not be liable for compensation due to exchange of hours or failure of an employee to report for work.

~~Employee changes must be paid back to any other employee before the end of the calendar year in which the change took place. During any 96 consecutive hour period, no employee shall have less than 24 hours of off duty time, except in the case of emergency as determined by the Fire Chief.~~

As of January 6, 2014, the Merrill Fire Department shall operate based on a 48/96 work schedule for a one-year trial period. Either management or the union reserve the right to revert back to previous work schedule if deemed to be in the best interest of the department during said trial period. This section shall automatically sunset as of December 31, 2014 unless both management and union agree in writing to extend the 48/96 work schedule.

- ~~A. Employees held over or called in for twelve (12) hours of scheduled overtime shall receive additional pay of two (2) hours straight time for the call.~~
- ~~B. Employees reporting for underground storage tank inspections shall receive additional pay of two (2) hours straight time for the call.~~
- ~~C. Employees called in for other purposes shall receive additional pay of two (2) hours straight time for the call.~~

Employees called in for transfers and emergency recalls shall receive additional pay of two (2) straight time hours for the call.

Compensatory time may only be used in increments of ~~1/2~~ 1 hour ~~time periods increments~~ and any part of an hour shall be rounded to the next half-hour. i.e. If a firefighter took off of work from 07:00 to 08:30 it would count as ~~2~~ 1 ½ hours in "comp time". *Furthermore compensatory time may only be utilized when the said shift working remains at 6 or more personnel while the "comp time" is being used.* ~~The sixth man may include management personnel. The sixth man may include the Assistant Chief, Deputy Chiefs until phased out, and /or the Chief.~~ Once compensatory time has been approved by the chief or his designee it cannot be revoked for any reason, unless the employee voluntarily agrees to reschedule his time at the request of the chief or his designee. The Chief shall also have the right to call

people in off of their compensatory time for emergencies as determined by the Chief. Employee will be reimbursed his/her remaining compensatory time plus be compensated for call-in time and either the overtime rate or compensatory time.

ARTICLE 12 - UNIFORMS

The City agrees to provide a clothing allowance in the amount of ~~\$350.00~~ \$400.00 per firefighter per year, paid in a lump sum each year in January, ~~except that the three least senior firefighters will receive \$450.00.~~ Newly hired firefighters shall receive an additional one-time \$350 allotment. If new employees quit or do not finish out the first full year, the uniforms shall be the property of the City.

The annual clothing allowance shall be prorated for new employees based upon the number of full months remaining in the year of hire,

The City agrees to furnish boots, turnout coats, bunker pants, gloves, helmets, hoods, and Department badges.

A. Hospital and Surgical Health Insurance (TA 8/28)

~~Effective January 1, 2012, the firefighters will pay 10% of the health insurance premiums as an employee contribution and Effective December 30, 2012, the firefighters will pay 12.5% of the health insurance premiums as an employee contribution.~~

For 2014 Firefighters shall continue to pay 8.98% of the health insurance premiums as an employee contribution. Effective December 29, 2014, the Firefighters shall pay 9.5% of the health insurance premium if the premium to the City increases by 6% or less for 2015, 10% if the premium increase to the City is greater than 6% and up to 12%, and 10.5% if the increase in premiums to the City is greater than 12%. If the premium for non-union employees remains at 8.98% in 2015, the same rate shall apply to union personnel.

The Employee shall be responsible for the single or family annual deductible.

In 2014, the City shall contribute \$760.83 for a single plan and \$1,521.66 for a family plan as seed money for the HSA enrollees, half to be paid Dec. 30, 2013 and half to be paid June 30, 2014. In 2015, the City shall contribute \$400 for a single plan and \$800 for a family plan paid in two installments, half on December 29, 2014 and half on June 29, 2015.

C. Wisconsin Retirement

~~For employees hired before July 1, 2011, in addition to the City's share, the City agrees to pay the employees share of Wisconsin Retirement Fund contributions, except two percent (2%) effective July 2, 2012 and except four (4%) effective July 1, 2013.~~

~~For employees hired before July 1, 2011, in addition to the City's share, the City agrees to pay the employees share of Wisconsin Retirement Fund contributions, except:~~

For 2014

12/30/2013 Same 4.0% WRS as 2013 (except for employees hired after 6/30/2011)

06/30/2014 Increase to 4.5% WRS (except for employees hired after 6/30/2011)

For 2015

12/29/2014 Increase to 5.0% WRS (except for employees hired after 6/30/2011)

For employees hired after June 30, 2011, the employee shall pay the entire employee required share to the Wisconsin Retirement Fund.

~~Mandatory Training ————— The City will pay for mandatory training. Mandatory training is anytime an employee is required to attend a class, training session or conference in order to maintain current rank, license or any other reason mandated by the Chief or the City. All enroute travel time shall be paid at a rate of straight time. The City will notify employees a minimum of 14 days prior to the training and will include an alternative date for training as not to require employees to attend if on vacation, Kelly days, comp time, family leave or sick days. If an alternative date cannot be accommodated, said employee would not be required to attend training, unless license requirement is compromised. All training will include reimbursement for books, class fees, class time, meals, mileage, lodging and tuition. (TA 8/28)~~

~~Approved Voluntary Training ————— The City will pay for approved voluntary training (training that does not fall under Mandatory training). Approved Voluntary training will include seminars, conferences and educational classes which are professionally related in accordance with the Chief. Once training is approved by the Chief, said employee(s) cannot be recalled for duty if notified less than seven (7) days from the date of training. All training will include reimbursement for books, class fees, class time, meals, mileage, lodging and tuition. If a City vehicle is available it shall be used.~~

Mandatory Training:

The City will pay for mandatory training. Mandatory training is anytime an employee is required to attend a class, training session or conference in order to maintain current rank, license or any other reason mandated by the Chief or the City. Class time will be paid at the overtime rate, if applicable, and enroute travel time will be paid at the straight-time rate. At the discretion of the employee, compensation may be at the overtime rate or compensatory time. The City will notify employees a minimum of 14 days prior to the training and will include an alternative date for training as not to require employees to attend if on vacation, Kelly days, comp-time, family leave or sick days. If an alternative date cannot be accommodated, said employee would not be required to attend training, unless license requirement is compromised. All training will include reimbursement for books, class fees, class time, meals, mileage, lodging, and tuition. If city vehicle is available it shall be used.

Approved Training:

The City will pay for approved training, approved training will include seminars, conference and educational classes which are professionally related in accordance with the Chief. Once training is approved by the Chief, said employee(s) cannot be recalled for duty if notified less than seven (7) days from the date of training. The Department will provide duty time coverage; no duty trades shall be required. Comp-time at the straight time rate shall be paid to the attendee for off duty attendance. Registration fees, lodging, meal reimbursement, and travel costs may be paid by the Department according to city policy.

Voluntary Training:

Defined as those training opportunities, which the Firefighter may attend on a voluntary basis. The Department may provide duty time coverage depending upon manpower availability; a duty trade may be required. No overtime shall be paid to the firefighter for off-duty attendance. Registration fees, lodging, meal reimbursement, and travel costs may be paid by the department according to city policy.

Final Determination of the level of the training shall be the responsibility of the Training Officer/Fire Chief based upon available funds.

Certification Pay For ~~acknowledgement and~~ maintaining current EMT-~~IV~~ Technician Certification, each firefighter shall receive \$100 annually pursuant to above schedule. For ~~acknowledgement and~~ maintaining current EMT-Paramedic, each EMT – Paramedic shall receive \$500 ~~in 2011, and annually thereafter pursuant to above schedule.~~ annually pursuant to above schedule. Annual certification pay shall be prorated for new employees based upon the number of full months remaining in the year of hire.

ARTICLE 31 - SPECIAL SERVICE RATE

Merrill Firefighters Local 847 understands the importance of providing Emergency Medical Services during special events within the City of Merrill or Lincoln County. To that end, Local 847 agrees to a Dedicated Standby Service rate per Appendix A for their members, with a three hour minimum, per event within the prescribed service area. Local 847, for the benefit of the community, agrees to waive the standard call time payment. The contracting entity must give 72 hour notice of the date, times and location of the event. This special service pay rate shall increase during the term of this contract at the same rate as regular hourly pay.

ARTICLE 32 - RELEASE TIME - TRAINING

Whenever the Merrill Fire Department is staffed with a crew of ~~six(6) seven (7)~~ or more personnel, ~~one~~ crew member(s) shall be released to attend job related training as approved by the Fire Chief. Release time shall be awarded on the basis of seniority with the most senior employee/student given the first option to claim release time. Once scheduled, release time may be revoked by the Fire Chief with at least 24 hours advanced notice or at any time in the event of an emergency.

ARTICLE 35 – AMBULANCE RESPONSE AREAS:

~~The appropriately staffed ambulance will respond to calls where normally a single ambulance would respond. If there are no EMT P's or EMT-IV Technician's at Station #2, Station #1 will respond regardless of call location. When the stations are together, Station #1 personnel will take the call no matter where the call is located, as this will provide the best staffed ambulance. (exceptions would be when the shift is divided for schools, inspecting, etc. The shift officer will determine ambulance personnel in these cases).~~

ARTICLE 35 – NEW EMPLOYEES

Newly hired employees agree to remain with the Merrill Fire Department for three (3) years or more. During that period of time, the Merrill Fire Department will commit to providing the employee with the

required training and all other benefits provided by the existing labor contract. Additional specialized training will also be provided, as deemed necessary by the Chief of the Fire Department.

If employment with the City of Merrill Fire Department is voluntarily terminated prior to the completion of the three (3) year period the employee hereby agrees to repay the City of Merrill costs associated with outside training received, all equipment issued that cannot be reused, and all costs associated with the hiring of the employee, such as the cost of a background check, drug screening, medical costs, physical and psychological expenses, written examination and clothing allowance.

The repayment shall be pro-rated over the course of the three year period based on the following schedule. If the employee leaves voluntarily during the first year of employment they shall repay all costs. If the employee leaves voluntarily during the second year of employment the employee shall repay two-thirds of the costs. If the employee leaves voluntarily during the third year of employment the employee shall repay one-third of the costs. The repayment of costs will be pro-rated based upon the date of issuance in one year increments.

ARTICLE 36 – PEHP PLAN

The City of Merrill agrees to participation in the Life Insurance and Health Plan for Collectively Bargained Public Employee (variable employee benefit agreement – “Plan”); the City will contribute ~~\$5.00~~ \$7.00 per pay period into each bargaining unit employee’s account beginning December 30, 2013 and \$9.00 per pay period beginning December 29, 2014.

The City shall contribute for each bargaining unit employee an amount equal to the monetary value of one vacation day’s wages plus an additional annual contribution of \$100.00.

	12/30/13	06/30/14	12/29/14	06/29/15
Increase	1.0%	1.0%	1.0%	1.0%
Paramedic/Firefighter	\$56,589.46	\$57,155.35	\$57,726.90	\$58,304.17
MPO/Firefighter	\$52,881.51	\$53,410.32	\$53,944.43	\$54,483.87
Special Service Rate	\$25.25	\$25.50	\$25.76	\$26.01

2014-2015 Police Contract Change Highlights

Residency: All full-time employees hired during the term of this contract, shall reside within a 15-mile radius of the City of Merrill jurisdictional limits (boundaries) ~~a 10-mile radius of Merrill City Hall, 1004 E. First Street, Merrill, WI,~~ No later than 60 ~~90~~ days after the completion of their probationary period. (TA 9/4)

CERTIFICATION PAY: In recognition that police officers are required to maintain proficiency or certifications in work related fields, each officer shall receive \$600.00 annually. Certification pay shall be paid by January 31st for 2013. ~~Prorating applies if the officer resigns, but not for officers who retire.~~ Beginning the first pay period of 2014 certification pay shall be paid at the rate of \$.4615 per hour (\$600 annually).

Overtime shall be rounded up or down to the nearest quarter hour. (TA 8-26)

EDUCATIONAL BENEFITS PAY: Officers who have obtained at least an Associate Degree in Police Science or a related field shall receive an annual education benefit of \$360.00, to be paid by January 31st ~~of each year for 2013.~~ ~~Prorating applies if the officer resigns, but not for officers who retire.~~ Beginning the first pay period of 2014 education pay shall be paid at the rate of \$.1731 per hour (\$360 annually).

This agreement acknowledges a change in vacation accrual methods from the pro-rated method stated in previous agreements with the MPPA to the method whereby the employee accrues vacation on a monthly basis based upon anniversary date of hire. It is understood that the change in accrual methods will begin on 1-1-14. The starting balance of vacation hours at that time will reflect the balance normally expected on 1-1-14 under the previous MPPA contracts. Employees will not forfeit their previous accruals.

In conjunction with the change in accrual methods, some employees may possess a "bank" or balance of vacation time beyond the amount of vacation time that will be accrued in the following year. (TA 8-26)

Longevity payments shall be made to all officers according to the following plan: After five (5) years of continuous service, \$2.25 per month paid service retroactive to the first day of employment.

Beginning in 2015, longevity will be computed and paid once a year, the Friday before Thanksgiving. ~~Employees hired after 1/1/94 shall not be entitled to any longevity payments under this Agreement. Longevity payments shall be frozen at the 2011 rate for contract years 2012 and 2013.~~

HOSPITAL SURGICAL HEALTH INSURANCE (TA 8-26): Effective January 1, 2013, the Officers will pay 10% of the health insurance premiums as an employee contribution and effective January 1, 2013, the Officers will pay 12.5% of the health insurance premiums as an employee contribution. The employee shall be responsible for a \$500 per member and \$1,500 maximum per family annual deductible.

For 2014 Officers shall continue to pay 8.98% of the health insurance premiums as an employee contribution. Effective December 29, 2014, the Officers shall pay 9.5% of the health insurance premium if the premium to the City increases by 6% or less for 2015, 10% if the premium increase to the City is greater than 6% and up to 12%, and 10.5% if the increase in premiums to the City is greater than 12%. If the premium for non-union employees remains at 8.98% in 2015, the same rate shall apply to union personnel.

The Employee shall be responsible for the single or family annual deductible.

In 2014, the City shall contribute \$760.83 for a single plan and \$1,521.66 for a family plan as seed money for the HSA enrollees, half to be paid Dec. 30, 2013 and half to be paid June 30, 2014. In 2015, the City shall contribute \$400 for a single plan and \$800 for a family plan paid in two installments, half on December 29, 2014 and half on June 29, 2015.

WISCONSIN RETIREMENT FUND: For employees hired before July 1, 2011, the City agrees to pay the officer's share, except two percent effective July 2nd, 2012 and except for four percent effective July 1st, 2013 to the Wisconsin Retirement Fund in addition to the City's share. For employees hired after June 30, 2011, the City agrees to pay the officer's share and the City's share except the General classification percentage, to the Wisconsin Retirement Fund.

For employees hired before July 1, 2011, in addition to the City's share, the City agrees to pay the employees share of Wisconsin Retirement Fund contributions, except:

For 2014

12/30/2013 Same 4.0% WRS as 2013 (except for employees hired after 6/30/2011)

06/30/2014 Increase to 4.5% WRS (except for employees hired after 6/30/2011)

For 2015

12/29/2014 Increase to 5.0% WRS (except for employees hired after 6/30/2011)

For employees hired after June 30, 2011, the employee shall pay the entire employee required share to the Wisconsin Retirement Fund.

ARTICLE 30- PEHP PLAN

The City of Merrill agrees to participation the Life Insurance and Health Plan for Collectively Bargained Public Employee (variable employee benefit agreement - "Plan"); the City will contribute the following into each bargaining unit employee's account:

\$37.00 Per Pay Period, plus an additional annual contribution ~~of \$270.00 and an additional annual contribution of \$100.00.~~ \$370. (TA 8-26)

Effective December 30, 2013– 1%

Police Officer	\$52,463.56
Police Officer 1 – After six (6) years of service	\$53,929.79
Police Officer 2 – After twelve (12) years of service	\$55,693.56
Investigator 1	\$56,798.99
SRO/Investigator	\$56,798.99

Effective June 30, 2014 – 1%

Police Officer	\$52,988.19
Police Officer 1 – After six (6) years of service	\$54,469.06
Police Officer 2 – After twelve (12) years of service	\$56,250.50
Investigator 1	\$57,366.97
SRO/Investigator	\$57,366.97

Effective December 29, 2014 – 1%	
Police Officer	\$53,518.08
Police Officer 1 – After six (6) years of service	\$55,013.75
Police Officer 2 – After twelve (12) years of service	\$56,813.00
Investigator 1	\$57,940.64
SRO/Investigator	\$57,940.64

Effective June 29, 2015 – 1%	
Police Officer	\$54,053.26
Police Officer 1 – After six years of service	\$55,563.88
Police Officer 2 – After twelve (12) years of service	\$57,381.13
Investigator 1	\$58,520.05
SRO/Investigator	\$58,520.05