

**AGENDA
SPECIAL MEETING
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, March 14, 2011
6:00 P.M.**

**CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE**

H. RESOLUTIONS

- H.1. By the Mayor - To Approve the Rescinding of the Labor Agreement for 2010-2011 Between the City of Kenosha and Local #71, AFSCME, and to Approve a Successor Labor Agreement for 2011-2013.
CLOSED SESSION – The Common Council may go into Closed Session regarding this item, pursuant to §19.85 (1)(c), (e), (ee), (eg) Wisconsin Statutes. [Go to backup](#)
- H.2. By the Mayor - To Approve a Successor Labor Agreement for 2011-2012 Between the City of Kenosha and Local #414, Kenosha Fire Fighters.
CLOSED SESSION – The Common Council may go into Closed Session regarding this item, pursuant to §19.85 (1)(c), (e), (ee), (eg) Wisconsin Statutes. [Go to backup](#)

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,
PLEASE CALL 653-4020 BEFORE THIS MEETING
web site: www.kenosha.org



RESOLUTION # _____

BY: The Mayor

**Resolution to Rescind the 2010 – 2011 Labor Agreement
Between the City of Kenosha and AFSCME, AFL-CIO, Local #71
And to Approve a New Successor 2011 - 2013 Labor Agreement**

WHEREAS, both AFSCME, Local #71 membership and the Common Council previously ratified a labor agreement for 2010 – 2011; and

WHEREAS, AFSCME, Local #71 has initiated discussions with the City respecting the extension of said contract; and

WHEREAS, the parties have reopened the 2010 – 2011 labor agreement in order to address mutual concerns; and

WHEREAS, the parties have reached a tentative agreement on modifying terms and conditions affecting members of Local #71 which are mutually beneficial to the union and the City; and

WHEREAS, the Union has notified the City that their membership has ratified this tentative settlement agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the 2010 – 2011 Labor Agreement with AFSCME, Local #71 be rescinded amended in accordance with the tentative agreements as attached effective January 1, 2011.

Dated this _____ day of _____, 2011.

ATTEST: _____, Deputy City Clerk
Debra L. Salas

APPROVED: _____, Mayor
Keith G. Bosman

**CITY OF KENOSHA AND AFSCME LOCAL 71
TENTATIVE AGREEMENTS**

(Contractual language is shown as italicized; new wording that is to be added is shown as underlined and existing wording that is to be removed is shown as ~~stricken-out~~.)

1. The provisions of the 2010 - 2011 Labor Agreement between the City of Kenosha and AFSCME Local #71 are to be rescinded and the parties agree to a new Agreement for January 1, 2011 - December 31, 2013 with the terms of the agreement to be status quo except as provided below:

Article 36.01 - Amend the term of the Agreement to January 1, 2011 through December 31, 2013.

2. **Article 29, Wages:** Amend to read:

0% increase for 2011, 2012 and 2013 without reduction in base wages and continued eligibility of step increases per compensation plan.

3. **Appendix D - Productivity Incentive Program.** To be eliminated as of January 1, 2012. (Full-time employees are currently eligible for \$125 bonus each 4-month period if they work the requisite number of hours.)
4. **Article 32.02 - Insurance.** The Union accedes to the City all collective bargaining rights with respect to all insurance benefits and recognizes that said benefits are subject to unilateral changes by the City. The City, however, agrees to provide health insurance benefits to its employees. Furthermore, employees retain the right to opt out of the City provided health insurance plan and to opt in only provided the City declares an open enrollment period or the employee experiences a life qualifying event as prescribed for in the City's summary plan description. To be effective no sooner than July 1, 2011.
5. **Article 32.02 - Insurance.** In terms of health insurance eligibility for employees upon reaching age 60 with a minimum of 15 years of City service, such eligibility for retiree health insurance shall be subject to unilateral management rights and unilateral change by the City as of January 1, 2012.

6. **Article 32.01 - Wisconsin Retirement System.** Amend to read:

Currently:

The present participation of the City and its employees in the Wisconsin Retirement System (WRS) will be continued. Effective January 1, 1998 through December 31, 2011, with respect to earnings paid ~~on~~ ~~or~~ ~~after~~ January 1, 1998 through December 31, 2011, the City agrees to pay to the WRS the employee's contribution required by Statute up to an amount equal to six point four percent (6.4%) of the employee's total earnings. Said employee's contribution is in addition to the employer's usual contribution.

As Proposed:

Effective January 1, 2012, with respect to earnings paid on or after January 1, 2012, an employee shall pay one-half of all actuarially required contributions as determined by the Employee Trust Funds Board.

Said employee's contribution is in addition to the employer's usual contribution. In the event that shared revenues received from the State of Wisconsin are reduced below the budgeted amount during the calendar year 2011, the effective date of this provision will be no sooner than May 1, 2011.

7. **Pertaining to Employee Leave Payouts**

Article 9.07 - (Sick Leave) Payment Upon Death or Retirement. Amend to read:

Currently:

The City agrees that any member of the bargaining unit who retires from City employment under the provisions of the Wisconsin Retirement System, or the estate of any member of the bargaining unit who dies, shall receive a severance pay equal to fifty (50) percent of his/her accumulated sick leave at his/her final rate of pay, excluding the sick leave bank.

As Proposed:

The City and the Union agree to terminate this provision as of December 31, 2011.

Articles 11.07/11.08 - Pertaining to Compensation of Accrued But Unused Vacation Leave. Effective December 31, 2011, the parties agree to terminate these provisions and any other practice of employee leave payout for unused vacation.

Article 12.01- Pertaining to Unused Floating Holidays.

Effective January 1, 2012, any unused floating holidays, which would have otherwise been compensated, shall be forfeited.

8. **Article 11.05 - Use of Leave (Vacation).** Amend to read:

Currently:

Annual leave may be used at such time as may be approved by the Department Head consistent with the needs of the City. Each employee shall take at least one (1) vacation period of seven (7) consecutive calendar days during each calendar year or forfeit in lieu thereof five (5) days of annual leave, provided that this requirement shall not apply during any year to an employee who enters on duty after January 1 of that year. ~~Any annual leave accumulated to an employee's credit which has not been used by December 31 of any year shall be forfeited unless such employee requests and receives carryover approval from the Director of Personnel.~~ All leave used shall be charged in multiples of one-half days except that up to two (2) days of annual leave per year may be used in hourly increments. However, only up to one (1) day of annual leave per year may be used in hourly increments by those employees in seven (7) day operations.

As Proposed:

An employee shall be allowed to carry-over unused annual leave into the next calendar year. Said carry-over annual leave must be used by March 31 of the year in which it is carried over or it shall be forfeited.

9. Union agrees to the following amendments concerning Worker's Compensation:

Amend Article 16.01 to read:

Currently:

The City agrees that an employee off work due to a work-related injury shall receive, in lieu of wages, payment equal to:

- *100% of his/her normal net pay for the first three (3) months from the date of the original injury or illness.*
- *85% of his/her normal net pay for the fourth (4th) through the sixth (6th) month from the date of the original injury or illness.*
- *75% of his/her normal net pay for the seventh (7th) through the twelfth (12th) month from the date of the original injury or illness.*
- *State of Wisconsin rate after twelve (12) months.*

As Proposed:

Effective January 1, 2012, regardless of the original date of injury or illness, the City agrees that an employee off work due to a work-related injury shall receive, in lieu of wages, payment as allowed for under applicable Wisconsin State Statutes.

10. **Pertaining to Article XVII - Overtime Pay - Call-In Pay.**

17.02 Daily and Saturday Overtime. Amend to read:

Currently:

Full-time employees called upon to perform any service prior to or following his/her regular eight (8) hour shift, and on Saturdays, shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

As Proposed:

Effective January 1, 2012, employees called upon to perform service after performing 40 hours of actual work within the employee's normal work week, shall be compensated for at the rate of one and one-half (1½) times the employee's regular rate of pay.

17.03 Sunday and Holiday Pay. Amend to read:

Currently:

Full-time employees called upon to perform any service on a Sunday shall receive double his/her regular rate of pay. Employees called upon to perform any service on any day observed as a holiday, shall receive double his/her regular rate of pay, plus the holiday pay.

As Proposed:

Effective as of January 1, 2012, full-time employees called upon to perform any service on a Sunday (unless Sunday is a normal work day) or a holiday shall receive double his/her regular rate of pay.

17.04(E). Amend to read:

Currently:

When overtime work in the Waste Division is scheduled in advance, it shall be scheduled for a minimum of four (4) hours. This provision shall not apply to any other department or division. The guarantee of four (4) hours shall not apply when such work is continuous with the regular day's work.

As Proposed:

This provision will no longer be in effect as of January 1, 2012.

17.05(E). **Call In Pay.** (The intent of the language is to ensure that call-in pay is compensated at straight time or time and a half after performing forty (40) hour of actual work.)

11. 15.01 **Earned (Compensatory) Leave.** Amend to read:

Currently:

A. Salaried full-time employees shall earn compensatory leave for all work performed prior to or after the regular daily work hours and on Saturdays at one and a half (1-1/2) times the regular hours. Any work performed on Sundays or holidays shall be credited at two (2) times the regular work hours. Salaried employees working on a seven (7) day operation shall earn compensatory leave on the basis provided for in Sections 17.06 and 17.07 of this Agreement.

As Proposed:

Effective as of January 1, 2012, salaried employees shall earn compensatory leave for all work performed after performing forty (40) hours of actual work within the employee's normal work week at one and a half (1½) times the regular hours. Any work performed on Sundays (unless Sunday is a normal work day) or holidays shall be credited at two (2) times the regular work hours. Salaried employees working on a seven (7) day operation shall earn compensatory leave on the basis provided for in Sections 17.06 and 17.07 of this Agreement.

Currently:

B. Employees called back outside of regular work hours to staff committee, commission, board and council meetings will receive a minimum of two (2) hours of compensatory time at time and a half. The guarantee of two (2) hours shall not apply when the committee meeting is contiguous with the regular days work, or starts within the 30 minutes following the end of the normal work day and the employee is paid at the normal rate for time between the end of the day and the start of the meeting.

As Proposed:

Effective as of January 1, 2012, employees called back outside of regular work hours to staff committee, commission, board and council meetings will receive a minimum of one (1) hour of compensatory time at time and a half. The guarantee of one (1) hour shall not apply when the committee meeting is contiguous with the regular days work, or starts within the 30 minutes following the end of the normal work day and the employee is paid at the normal rate for time between the end of the day and the start of the meeting.

Currently:

Hourly full-time employees shall earn compensatory leave for all work performed prior to or after the regular daily work hours and on Saturdays at one and a half (1-1/2) times the regular hours. Any work performed on Sundays or holidays shall be credited at two (2) times the regular work hours. Hourly employees can earn a maximum of eighty (80) hours of compensatory leave in a twelve (12) month period. Hourly employees working on a seven (7) day operation shall earn compensatory leave on the basis provided for in Sections 17.06 and 17.07 of this Agreement.

As Proposed:

Effective as of January 1, 2012, hourly full-time employees shall earn compensatory leave for all work performed after performing forty (40) hours of actual work within the employee's normal work week at one and a half (1½) times the regular hours. Any work performed on Sundays (unless Sunday is a normal work day) or holidays shall be credited at two (2) times the regular work hours. Hourly employees can earn a maximum of eighty (80) hours of compensatory leave in a twelve (12) month period. Hourly employees working on a seven (7) day operation shall earn compensatory leave on the basis provided for in Sections 17.06 and 17.07 of this Agreement.

12. **Proposed:** Existing Side Letter of Agreement regarding furlough days, lay-offs, and temporary assignments to expire as of December 31, 2011 and replaced with new Side Letter. (attached)

13. **Pertaining to Article IX - Sick Leave**

9.06 Accumulations. Amend to read:

Currently:

The City agrees that any member of the bargaining unit may accumulate one hundred twenty (120) days of sick leave and in addition may accumulate another twelve (12) days within a calendar year. None of said twelve (12) days can be carried over into the next year except in the case of a continuing illness.

One-half (1/2) of any of these additional days which have not been used during the year shall be recorded in a separate sick leave bank. Sick leave usage in subsequent years shall be first from the current year's accumulation, second from the sick leave bank, and third from the original one hundred twenty (120) days.

As Proposed:

Effective January 1, 2012, the City agrees that any new member of the bargaining unit is eligible to accumulate up to sixty five (65) days of sick leave and in addition is eligible to accumulate another twelve (12) days within a calendar year. None of said twelve (12) days can be carried over into the next year except in the case of a continuing illness. Any unused sick leave in excess of sixty five (65) days shall be forfeited.

Full-time employees who are hired prior to January 1, 2012 shall be allowed to retain their current balances of accumulated sick leave and separate sick leave bank. Said balance cannot exceed what has been accrued through December 31, 2011. Any sick leave used shall be deducted from this balance. Should an employee's current accumulated sick leave balance fall to or below sixty five (65) days, said employees shall fall under the new provisions outlined in the paragraph directly above. For employees'

whose balance (as of January 1, 2012) is at or below sixty five (65) days, said employees shall fall under the new provisions outlined in the paragraph directly above.

14. Existing Side Letter of Agreement regarding furlough days, lay-offs, and temporary assignments to expire as of December 31, 2011 and replaced with new Side Letter. *(attached)*
15. The Union agrees to meet with City at City's request during this agreement and discuss additional changes and modifications that may need to be taken in order to continue City services and save additional money. Notwithstanding the previous statement, the City reserves a unilateral right to waive past practices in interpreting contract language.

Any language contained within the collective bargaining agreement that may be in conflict with the language as set forth above, the above language will control and the older language will be considered to have no force or effect. All terms and conditions as stated above and included in the status quo language shall expire as of December 31, 2013.

SIDE LETTER OF AGREEMENT

FURLOUGHS AND LAY-OFFS

The City of Kenosha (“City”) and AFSCME, AFL-CIO, Local 71 (“Union”) agree to the following terms of a Side Letter Agreement. The terms of this Side Letter Agreement will be on a non-precedent basis, and not part of the dynamic status quo:

- The City agrees to not impose any furlough days in the first year of the contract (2011). However, should the City experience a reduction in State Tax Revenues (State Shared Revenues plus Expenditure Restraint Program) greater than \$500,000, the Union agrees to open this issue only of the Labor Agreement for the second year of the contract and discuss the possibility of mutually agreed to furlough days for 2011. Provided said furlough days are fairly applied across all City Departments and personnel, regardless of representation, the Union will not unreasonably withhold its approval during these discussions.
- The City may institute temporary lay-offs by department and/or division. A seven (7) calendar day notice must be provided to the employee by the City prior to the temporary lay-off. Temporary lay-offs shall not exceed three (3) consecutive weeks per employee at a time, (without benefit interruption). Said lay-offs shall be offered by seniority and, if needed, be implemented by inverse seniority order. Prior to layoffs of full-time employees, all permanent part-time, seasonal, temporary, and/or subcontracted employees shall be laid off before implementation (within the operation and within like functions). As for recall of laid off employees under this provision, full-time employees shall be returned before permanent part-time, seasonal, temporary, and/or subcontracted employees. Temporary laid-off employees shall return to the same position and at the same rate of pay as prior to being temporarily laid-off.

This Side Letter of Agreement will expire on December 31, 2013 and may be extended by mutual agreement of the Parties. This Side Letter of Agreement is non-precedent setting and shall not be used by either Party for any other purpose aside from enforcement of its terms.

Dated this _____ day of March, 2011.

FOR THE UNION:

FOR THE CITY:

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Resolution regarding Offer to Extend Current 2010-2011 Collective Bargaining Agreement with AFSCME Local 71.

A tentative agreement extension has been reached with the AFSCME Local 71 covering 2011-2013.

- 1) The new agreement would cover 2011 to 2013.
- 2) The tentative agreement would provide a 0% increase across the board for the term of the agreement.
- 3) This provision for the elimination of the productivity incentive pay effective January 1, 2012 would result in a savings of approximately \$34,000 based on 2010 actual payments, 2011 fringe rates with the pension computed at the employer's contribution.
- 4) This language affords the City the ability to implement any out of pocket costs, such as: co-pays, deductibles, premiums, etc. as the City deems necessary.
- 5) Currently employees retiring between the age of 60 and 65 with a minimum of 15 years of service, continue on the City's health plan at no cost to the retiree. This provision allows the City to make amendments as necessary.
- 6) As of January 1, 2012, employee contributions of one-half of pension costs would result in savings of approximately \$390,000 based on 2011 fringe rates. This provision also allows the City flexibility to adjust the City obligation for pension during 2011 if necessary.
- 7) This provision eliminates severance pay upon employee termination or retirement except for any legal compensatory time obligations. This may result in the filling of a position sooner with the potential of some dollar savings depending on the step of the terminated/retired employee versus the replacement.
- 8) This provision will eliminate compensation of unused vacation time as provided in the current contract by allowing employees three additional months to use the balance from the previous year or lose without compensation.
- 9) The Workers Compensation was provided for 100% of pay for the first three months, 85% for the next three months, and 75% for the next six months and State of Wisconsin rate thereafter. For example, if Employee A had a net pay of \$38,844 per year before being on Workers Compensation, the current contract provided for a total of \$32,525.

This provision provides supplemental benefits based on the State WC rate. Therefore, Employee A above would receive \$26,025 for the same twelve month period which would produce a further annualized savings of \$6,500.

- 10) The current contract provided for overtime pay at time and a half for work performed in excess of eight hours per day including Saturday, and also provided overtime to be paid at double time on Sunday, and in addition provided double time on holidays plus holiday pay.

This provision will provide for overtime pay at time and a half after 40 hours of work within the employee's normal work week. In addition, Sunday will continue to be paid at double time if applicable. Holiday pay would be reduced from triple time to double time. This change in provision language will create a savings dependent on overtime hours needed in any given year.

- 11) This provision has been changed in the same manner as the overtime pay article above.
- 12) This provision allows the City flexibility in increasing or decreasing staff size based on the needs of the City on a temporary basis. Any cost savings resulting from this would be offset by unemployment compensation payments required.
- 13) The current contract allowed for a sick leave bank plus a current accrual maximum of 960 hours, plus eight hours of sick leave per month. At the the end of each year, fifty percent of any sick leave hours in excess of 960 were added to the sick leave bank.

This provision allows for the freezing of any sick leave bank that an employee may have as of December 31, 2011. The current accrual maximum effective beginning in 2012 will be 520 hours for those who had not previously reached the old maximum of 960 hours. Employees are eligible to earn eight hours per month. At the end of each year, any sick leave hours in excess of the 520 hours or 960 hours will be forfeited.

- 14) This provision extends the side letter regarding furlough language.
- 15) This provision provides management with the ability to implement additional changes that may be needed through 2013.

Date Prepared: 3/3/11

Prepared By: SC

Reviewed By: 

City Response to AFSCME, Local #71
Offer to Extend
the Current 2010-2011 CBA
March 2, 2011

The following terms for a contract extension are as follows:

1. The parties agree to terminate the present CBA between the City and AFSCME for 2010-2011 and implement a new agreement for a January 1, 2011- December 31, 2013. The terms of the agreement shall be status quo except as provided below.
2. Wages: 0% across-the-board base wage increase for 2011, 2012, and 2013 without reduction in base wages and continued eligibility of step increases per compensation plan.
3. Productivity Incentive Pay – eliminated as of January 1, 2012.
4. Health and Other Insurance Benefits: The Union accedes to the City all collective bargaining rights with respect to all insurance benefits and recognizes that said benefits are subject to unilateral changes by the City. The City, however, agrees to provide health insurance benefits to its employees. Furthermore, employees retain the right to opt out of the City provided health insurance plan and to opt in only provided the City declares an open enrollment period or the employee experiences a life qualifying event as prescribed for in the City's summary plan description. To be effective no sooner than July 1, 2011.
5. In terms of health insurance eligibility for employees upon reaching age 60 with a minimum of 15 years of City service, such eligibility for retiree health insurance shall be subject to unilateral management rights and unilateral change by the City as of January 1, 2012.
6. Pension - Employee contributions shall be one-half of all actuarially required contributions as determined by the Employee Trust Funds Board. To be effective as of January 1, 2012 unless shared revenues received from the State are reduced below the budgeted amount during calendar year 2011. In such event, the effective date of this provision will be no sooner than May 1, 2011.
7. Employee Payouts – The parties agree to terminate the practice of employee leave payouts of unused vacation, floating holiday, and sick leave (exclusive of compensatory time obligations) as of December 31, 2011.
8. Vacation Accrual and Holidays under Article 12 - Existing benefits and their accrual shall be considered as status quo from those in effect as of January 1, 2011. Any annual vacation accumulated to an employee's credit which has not been used by March 31st of the following year shall be forfeited.
9. Worker's Compensation: Supplemental TTD benefits shall be terminated effective December 31, 2011. As of January 1, 2012, benefits shall be those as allowed for under Wisconsin state statutes. Effective March 15, 2011, regardless of the original date of injury or illness, all

supplemental TTD benefits will cease as of December 31, 2011 and revert to those benefits as allowed for under Wisconsin state statutes.

10. Overtime Pay/Call-in Pay - Article 17.02, 17.03, 17.04(E) & 17.05 are removed effective December 31, 2011 and replaced with the following:

Time and one-half overtime shall be paid after physically performing 40 hours of work within the employee's normal work week. Total compensation for work performed on Sundays, (unless Sunday is a normal work day), and Holidays will be equal to double time. Employees called back outside of regular work hours shall be paid a minimum of two (2) hours at the applicable rate of pay.

11. Compensatory Leave – Article 15.01(A), (B) & (C) are removed effective December 31, 2011 and replaced with the following:

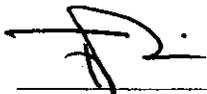
Time and one-half compensatory overtime shall be earned after physically performing 40 hours of work within the employee's normal work week. Total earned compensatory time for work performed on Sundays, (unless Sunday is a normal work day), and Holidays will be equal to double time. Employees scheduled back outside of regular work hours shall earn a minimum of one (1) hour. Hourly employees can earn a maximum of 80 compensable hours in a twelve month period.

12. Temporary Layoffs - The City may institute temporary layoffs by department and/or division. A seven (7) calendar day notice must be provided to the employee by the City prior to the temporary lay-off. Temporary layoffs shall not exceed three (3) consecutive weeks per employee at a time, (without benefit interruption). Said layoffs shall be offered by seniority and, if needed, be implemented by inverse seniority order. Prior to layoffs of full-time employees, all permanent part-time, seasonal, temporary, and/or subcontracted employees shall be laid off before implementation (within the operation and within like functions). As for recall of laid off employees under this provision, full-time employees shall be returned before permanent part-time, seasonal, temporary, and/or subcontracted employees. Temporary laid-off employees shall return to the the same position and at the same rate of pay as prior to being temporarily laid-off.
13. Sick Leave Benefits and Accrual: Employee sick leave benefits will remain at the status quo through December 31, 2011. Effective January 1, 2012, employees shall earn 8 hours of sick leave per month (a total of 12 days/year) to a maximum of 65 days banked accrual. All sick leave bank accruals will be maintained for those employees who have already earned the requisite leave.
14. Side Letter Agreement for Furloughs, Lay-Offs and Temporary Assignments – Only furlough language to survive after December 31, 2011.
15. The Union agrees to meet with City at City's request during this agreement and discuss additional changes and modifications that may need to be taken in order to continue City services and save additional money. Notwithstanding the previous statement, the City reserves a unilateral right to waive past practices in interpreting contract language.

Any language contained within the collective bargaining agreement that may be in conflict with the language as set forth above, the above language will control and the older language will be considered to have no force or effect. All terms and conditions as stated above and included in the status quo language shall expire as of December 31, 2013.

The above referenced terms and conditions as agreed to between the parties are hereby adopted as a tentative agreement and are to be submitted to each parties ratifying bodies or membership as appropriate.

FOR THE CITY



3/2/11

Frank J. Pacetti
City Administrator

FOR LOCAL #71



3/2/11

Rick Rice
Local #71 President



3/2/11

Steve Stanczak
Director of Human Resources

RESOLUTION # _____

BY: THE MAYOR

**Resolution to Approve a Successor Labor Agreement
for 2011-2012 Between the City of Kenosha and
Local #414, Kenosha Fire Fighters**

WHEREAS, a voluntary tentative settlement agreement has been reached between the City of Kenosha and Local #414, Kenosha Fire Fighters; and

WHEREAS, said tentative agreement provides for the same across-the-board wage terms as the Kenosha Professional Police Association for 2011-2012; and

WHEREAS, the Union has notified the City that the membership has ratified this tentative settlement agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the successor labor agreement for 2011-2012 between the City of Kenosha and Local #414, Kenosha Fire Fighters be approved in accordance with the tentative agreement as attached and be effective January 1, 2011.

Adopted this _____ day of _____, 2011

ATTEST: _____, (City Clerk)
Mike Higgins

APPROVED: _____, (MAYOR)
Keith Bosman

**Settlement Terms of a
Successor Collective Bargaining Agreement for 2011-2012
Between the City of Kenosha and Local #414, Kenosha Fire Fighters**

February 24, 2011

The parties agree to the following terms for a tentative agreement:

1. Wages: 2011 – 0%; 2012 – 2% (effective 1/1/12)
2. Add to Article 20.09: In the event that an employee in active service should receive a final disability rating of 75% (body as a whole), said employee shall be eligible for City paid family health insurance subject to the same terms as identified in the preceding paragraph.

Families of employees who die in the line of duty shall be entitled to City paid family health insurance.

3. Add to Article 20.01: Premium share of 5% of the cost of a monthly insurance premium. The contribution will be waived with the employee's participation in the 2011 Health Risk Appraisal. In future years, employee's shall only be required to pay the aforementioned insurance premiums if s/he does not participate in the HRA in the previous year. If the City does not offer the HRA program, all premium shares will be waived.
4. To be included as a health insurance re-opener to the 2011-2012 CBA: The City may request a Re-opener on health care for 2012. The Union will not unreasonably deny that request. Any agreement on terms renegotiated for health care must be subject to ratification by members of Local #414.

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Resolution regarding 2011-2012 Successor Collective Bargaining Agreement with Local #414, Kenosha Fire Fighters

A tentative agreement has been reached with the Kenosha Fire Fighters, Local #414 covering 2011-2012.

1) Article 13.02: Wages .

For 2011, the tentative agreement addresses a 0% increase.

For 2012, the tentative agreement includes a 2% increase. Assuming 2011 fringe rates, this would result in an additional fiscal impact of \$255,262.

2) Article 20.09: Insurance-Duty Disability replaces language for employees receiving duty disability health insurance as long as they are not eligible for Medicare, in place of under age 65.

The fiscal impact would be the cost of additional potential claim exposure for adding a spouse and any dependents as compared to previously offering health insurance to the employee only.

3) Article 20.01: Insurance adds language regarding employee non-participation in the City provided health risk appraisal which would result in an annual contribution of \$372 per year for single plan or \$1,032 per year for a family plan.

4) Health Insurance : adds language allowing for discussions regarding health insurance options.

Date Prepared: 3/2/11

Prepared By: 

Reviewed By: 