

**2025 - 2028**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CITY OF WAUKESHA**

**and**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 407, A.F.L. - C.I.O.**

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For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT is entered into this date, \_\_\_\_\_, is effective January 1, 2025, by and between the CITY OF WAUKESHA, hereinafter referred to as the "City" and the City of Waukesha INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L. - C.I.O., LOCAL 407, hereinafter referred to as the "Association".

### **ARTICLE 1 – RECOGNITION**

The City hereby recognizes the Association as the exclusive bargaining agent for the ranks of Firefighter, Equipment Operator, Paramedic, Shift E.M.S. Coordinator, Lieutenant, Inspector, Inspector/Paramedic, Equipment Operator/Paramedic, and Lieutenant/Paramedic, but excluding Chief, Assistant Chief, Division Chief, Battalion Chief, Fire Marshal, Code Enforcement Inspector, EMS Educator, EMS QA Coordinator, and civilian clerical employees.

### **ARTICLE 2 - ASSOCIATION AFFAIRS**

Section 1: The Association shall be allowed to conduct meetings of the Executive Board and also special meetings pertaining to labor negotiations between the parties, the election of officers and directors or other corporate official business constituting something other than general monthly meetings, in appropriate locations of the firehouse during normal stand-by hours upon giving twenty-four (24) hours prior notice to and as approved by the Chief, which shall not be unreasonably withheld. Notices and bulletins concerning Association business or affairs may be posted on bulletin boards to be provided by the City providing that such notices and/or bulletins are authorized by an officer or director of the Association.

Section 2: The aggrieved and Association officers shall be granted reasonable opportunity to conduct grievance investigations. The aggrieved and Association officers, and other Association members who are necessary witnesses shall be granted reasonable opportunity to attend grievance hearings without deduction of salary if such are scheduled or necessary when the employee is on duty. In the event that they are not available, Association officers may designate an off duty alternate upon notice to the Chief.

Section 3: Five (5) members of the Bargaining Affairs Committee shall be temporarily excused from duty at the fire station, without deduction of salary when the employee is on duty, to attend a regularly scheduled negotiation session with the City upon securing the consent of the Chief or other officer in charge which shall not be unreasonably withheld. Such employee shall remain subject to emergency duty recall if subsequently needed.

Section 4: When minimum staffing levels permit and with no liability to the City, a minimum of one member of the Executive Board shall be temporarily excused from duty at the fire station without deduction of salary when the employee is on duty to attend a regularly scheduled city meeting that pertains to Fire department issues. These meetings include, but are not limited to, Union meetings, Police and Fire Commission meetings Southeast Suburban Caucus of Firefighters, and Professional Firefighters of Wisconsin meetings. These meetings do not include Finance and Budget meetings or Common Council meetings as such meetings are televised.

### **ARTICLE 3 - RIGHTS OF EMPLOYER**

Section 1: It is agreed that the rights, functions, and authority to manage all operations and functions are vested in the Employer subject to all applicable Federal, State and local laws, or as otherwise controlled by specific provisions of this Agreement, and include, but are not limited to the following:

- A. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City.
- B. To manage and otherwise supervise all employees.
- C. To hire, promote, transfer, assign and retain employees and to suspend, demote, dismiss, or take other disciplinary action against employees as circumstances warrant.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- D. To relieve employees of duties because of lack of work or for other legitimate reasons.
- E. To maintain the efficiency and economy of the City operations entrusted to the administration.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- H. To exercise discretion in the operation of the City, the budget, organization, assignment of personnel and the technology of work performance.

Section 2: Nothing in this Article shall allow derogation from or alter the responsibilities of the Police and Fire Commission or change the application of other specific provisions of this Agreement.

Section 3: If the City proposes, during the term of this Agreement, to make any changes in the contract's application which would affect wages, hours or conditions of employment not permitted by the Agreement, it agrees to notify the Association and bargain on the Association's request before making such change. This, however, does not limit the City's right to make such changes unilaterally where now permitted.

Section 4: It shall be the right of management, in its sole discretion, to determine and provide training and safety measures to assist in member safety when performing duties relating to rescue task force operations.

#### **ARTICLE 4 – RIGHTS OF EMPLOYEES**

Section 1: During the life of this Agreement, the City will not unilaterally change any benefit or condition of employment which is mandatorily bargainable and heretofore enjoyed by the majority of unit employees or which change shall breach the employee's rights or benefits enjoyed pursuant to the express terms of this Agreement.

Section 2: The City shall provide the Association all rules, orders, policies, and standard operating guidelines which govern the Association by written copy or by web site.

Section 3: At the discretion of the Chief, the Association may maintain a desk and a data line at the Association's expense at locations to be mutually determined by the Chief and the Association.

Section 4: Layoffs shall be by seniority. If layoffs occur at a rank above firefighter, the member having the lowest seniority in that rank shall assume the duties of a firefighter, retaining rank but not compensation until restored to the duties attending rank through attrition. Such right to be restored shall take precedence over any eligibility list for promotions. It is the specific intent of this Article that a reduction in the workforce shall affect members based upon years of service and membership in the Association, and that layoffs commence with the member having the least amount of time, and progress thereafter to the person with the next lowest amount of time in service and in the Association. Members laid off who have maintained their minimum qualifications shall have the right to be restored to fill vacancies on the Department starting with the last person laid off for a period of up to two (2) years and such members shall retain their time served.

#### **ARTICLE 5 - SETTLEMENT OF DISPUTES**

The parties and employees covered by this Agreement recognize that contractual and statutory procedure exists for the resolution of all disputes arising under this contract and any collective bargaining disputes arising after the expiration of this contract and therefore specifically agree that there shall be no collective, concerted or individual strikes, partial or complete sit-downs, slowdowns, stoppages or cessations or refusals to work, boycotts or other acts of any kind at any time that interfere with the City's functions, operations or services. Nor shall the City engage in any conduct to discourage membership in or the lawful operation of the Association. Any party violating this provision, or any provision of this Contract shall be subject to any and all legal rights and remedies that shall exist in equity or law in favor of the aggrieved party. Each party shall retain all rights to seek all available legal remedies.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

## **ARTICLE 6 - DUES DEDUCTION**

Section 1: Membership. The City shall provide one (1) hour of recruit training time to the Association with the intention to educate and inform the recruits as to the Association affairs and relationship with the City. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who do apply, consistent with the Constitution and by-laws of the Association. No employee shall be denied membership based on race, creed, color, religion, sex, national origin, handicap, or age.

Section 2: Deduction of Dues. Every employee represented by the Association may elect to voluntarily authorize the City to deduct Association dues in an amount specified by the employee which shall be remitted to the Association monthly.

Section 3: Administration. The aggregate amount so deducted shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made.

Section 4: Inadvertence or Error. If, through inadvertence or error, the Employer fails or neglects to make a 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 collective bargaining representative.

Section 5: Indemnification. The Association shall indemnify and defend the Employer against any and all lawsuits or other actions brought by a unit employee arising under the Employer's compliance with the terms of this Section.

## **ARTICLE 7 – HOURS/DUTIES**

Section 1: Workday. The workday (duty day) for shift personnel shall consist of a 24-hour period, starting at 8 a.m. and ending at 8 a.m. the following day, in accordance with a twenty-seven (27) day work period. The workday for inspection personnel shall consist of eight-hour days including a ½ hour unpaid lunch from 8 a.m. to 4:30 p.m., unless participating in a flexible work schedule as defined in this agreement.

Section 2: The department shall schedule shift personnel to work a fifty-six (56) hour work week (resulting in an average work week of 52.3 hours after work reduction allotment has been applied) and fire prevention bureau personnel to work a forty (40) hour week. On or about November 1<sup>st</sup>, shift personnel shall be assigned a work reduction allotment of eight (8) twenty-four (24) hour days to be applied in the next calendar year. The allotment shall be considered a compensatory time account applied to any compensatory time accrued as a result of the application of the Fair Labor Standards Act and shall be based upon the actual compensatory time earned by an employee working two hundred sixteen (216) hours in ten-point fifty-two (10.52) twenty-seven (27) day work cycles. Work reduction allotment will be prorated for new hires during their first year of employment; the allotment will be calculated based on full months assigned on a shift for the remainder of the first year.

Section 3: The work reduction allotment shall be picked by employees on the same basis as vacation, except that each employee is required to cover at least three (3) twenty-seven (27) day cycles with a minimum of one (1) twenty-four-hour pick in conjunction with vacation and work reduction picks. As the work reduction allotment of one hundred ninety-two (192) hours is larger than the actual compensatory time that could be earned by an employee working two hundred-sixteen (216) hours in ten-point fifty-two (10.52) twenty-seven (27) day work cycles, it is intended to fully satisfy the requirements of the Fair Labor Standards Act.

## **ARTICLE 8 - OVERTIME/COMPENSATORY TIME/FLEXIBLE WORK WEEK TIME**

Section 1: Overtime

- A. Employees required to remain on duty beyond their regular tour of duty shall be paid at a rate of time and one-half of their regular base pay. Overtime shall be computed in multiples of 15 minutes.
- B. The City will use its best efforts to equitably distribute overtime opportunities providing a missed overtime call will not result in pay for time not worked.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- C. In emergency callbacks, a minimum of two hours shall be paid to an Association member when such call back is cancelled upon arrival.
- D. A minimum of two hours of overtime rate shall be paid to any Association member who is ordered to report to duty on a non-duty day. Time in excess of two (2) hours shall be paid at time and one-half computed in multiples of fifteen (15) minutes.
- E. Employees working non-emergency overtime for meetings and training shall be paid for actual time at a rate of time and one-half their regular base pay computed in multiples of fifteen (15) minutes.
- F. Employees shall not receive hourly overtime payment for course work taken for personal promotion or advancement. Authorization of leave or payment of tuition and expenses does not necessarily commit the department to payment of overtime.
- G. Forty (40) hour employees working a holiday will be compensated according to City Policy, for actual time worked computed in multiples of 15 minutes.
- H. Upon activation of the department's honor guard, members will be paid straight time while actively participating in these duties. The activation will be mutually agreed upon between the Union president and the Chief or his designee.

## Section 2: Compensatory Time

- A. In lieu of cash payment for overtime work, forty (40) hour employees may elect compensatory time up to a maximum of eighty (80) hours.
- B. Compensatory time off requests by inspectors (40-hour employees) will not be unreasonably withheld and will be approved based on the operational needs of the department.

## Section 3: Flexible Work Week

- A. Fire Inspection personnel, and individuals assigned to 40-hour light duty status (TAAP) as a result of a non-duty injury/situation may use a flexible work week option within the following provisions:
  - (1) Participation in a Flexible Work Week Schedule is optional for the employee and the City.
  - (2) The scheduled workday will not exceed ten (10) hours (excluding lunch and overtime) and will not be less than 4 hours.
  - (3) The work week will not exceed forty (40) hours.

## ARTICLE 9 - TRANSFERS

The Chief of the Department, or designee, has final authority to make whatever permanent or daily transfers that are needed for the efficient operations of the Department. All reasonable efforts shall be made to effectuate transfers consistent with qualifications. The Chief, or designee, will consider employee preference based upon seniority in making transfers, particularly daily transfers. However, the discretion of the Chief, or designee shall be final and not subject to the grievance procedure.

## ARTICLE 10 - ACTING PAY

When any unit employee is assigned to act in the stead of another department employee of a different classification or rank, such acting employee shall be paid a flat premium rate for the additional hours acting in assignments as set forth in Attachment D.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

## ARTICLE 11 - TRADES

Section 1: A trade of duty time may be made between any Association members providing that the parties receive the prior approval of the officer in charge, such approval not to be unreasonably withheld. The frequency and repayment of trades shall be in accordance with existing practices and will not be monetary or anything other than an exchange of time worked. (This does not include union trades for union business.) The City shall not incur any liability because of exchanges in duty hours by reason of such trades unless a duty related injury affects the trade. In the event a non-duty related injury/illness affects a trade, the required time off will be deducted from the injured/ill person's approved sick time. If no approved sick time is available, the employee shall have the option of paying back the City a deduction from holiday pay or substitute vacation or work reduction day. (The deduction will equal the actual expenses to the City.) Association employees recognize that repayment of trades is an obligation between employees, and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation. (See also Attachment C.)

Section 2: The City/Department will reimburse (backstop) trade time owed to a current member by a probationary firefighter who is no longer employed by the City/Department due to voluntary or non-voluntary separation. At the discretion of the Fire Chief, reimbursement will be compensated to the member monetarily at a straight time rate of pay or in time off. This reimbursement will only apply to trades made for the purpose of a probationary firefighter's attendance at State of Wisconsin Firefighter II certification classes, State of Wisconsin EMT-paramedic classes, or any other classes which may be required as part of a recruit firefighter's conditional offer of employment. Backstopping of trades will be honored only for the time the employee is in probationary status. The City/Department may use any accrued leave earned by the probationary firefighter to fulfill this obligation.

## ARTICLE-12 - PENSION FUND CONTRIBUTION

The City shall pay to the Wisconsin Retirement System the employer's contribution. Employees shall pay to the Wisconsin Retirement System the employee's contribution.

## ARTICLE 13 - INSURANCE

### Section 1: Health Insurance

- A. Employees enrolled in the City's PPO1 Health Insurance Plan shall contribute toward the cost of the plan by paying 20% of the premium equivalent cost. Those employees enrolled in the City's Health Risk Assessment program shall pay 12% of the premium equivalent cost.
- B. Employees enrolled in the City's PPO2 Health Insurance Plan are not required to contribute toward the premium equivalent cost of the plan.
- C. All aspects of the health insurance plan which are not mandatory subjects of bargaining may be changed, amended, or deleted at the sole discretion of the City.
- D. Employees who participate in a different plan offered by the City shall pay the same premium share as non-represented employees.

Section 2: Health Insurance for Retirees. Upon retirement or termination only as defined in this Section, the City shall pay fifty percent (50%) of the total premium required for a health care plan offered by the City, including any subsequent changes as may occur from time to time whether the changes are improvements or reductions in said coverage, under the following circumstances:

- A. Upon early or deferred retirement, or retirement provided that at the time of retirement the employee is entitled to receive a retirement annuity pursuant to Section 40.23, Wis. Stats., any related provisions and any subsequent amendments thereto, and provided that the employee has fifteen (15) years of service in the Waukesha Fire Department.
- B. Upon termination, due to disability as defined in Section 40.65(4) Wis. Stats., Laws of 1982, as amended from time to time.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- C. Such premium payment by the City shall continue thereafter unless any of the following events are applicable to the employee:
- (1) The employee is deceased.
  - (2) Retirees and covered spouses eligible for coverage by the Fire Department collective bargaining agreement will remain on this Plan until they become eligible for a Medicare program. If the retiree is ineligible for a Medicare program, they will remain covered by this Plan. The retiree must pay 100% of the cost of the retiree coverage. Proof of Medicare ineligibility is required to be provided.
  - (3) The acceptance of the employee into health insurance coverage of another employer.

### Section 3: Job Related Death

- A. If an employee dies while employed by the City and as a direct result of a job-related disability as recognized by any state statute or law, the City will provide, at its expense, to the spouse and/or dependent child(ren) (as defined by policy) a health care plan offered by the City and dental insurance thereafter and until such time as any of the following events occurs:
- (1) The spouse or child(ren) dies.
  - (2) The spouse remarries.
  - (3) The spouse or child(ren) become ineligible for group benefits as defined by the group policy.
  - (4) The acceptance of the spouse and/or child(ren) into a similar program of insurance.
  - (5) The spouse becomes Medicare eligible.
- B. If a former employee dies as a direct result of a job-related disability, the City will provide, at its expense and in conformance with Section 2 (above), a health care plan offered by the City thereafter and until such time as any of the following events occurs:
- (1) The spouse or child(ren) dies.
  - (2) The spouse remarries.
  - (3) The spouse or child(ren) become ineligible for group benefits as defined by the group policy.
  - (4) The acceptance of the spouse and or child(ren) into a similar program of insurance.
  - (5) The spouse becomes Medicare eligible.

Such death shall be deemed job-related if agreed by the employer and the employee, or if determined by a court or administrative body of competent jurisdiction. In the event the employer and the employee do not agree, and the death occurs prior to such a determination that the disability is job-related, the matter shall be submitted by the parties to a single arbitrator whose determination shall be final. An employee terminated for cause shall not be eligible for the benefit provided herein.

### Section 4: Group Life Insurance

An employee may elect to participate in the group life insurance program provided through the City, subject to the terms of the policy and the waiting period prior to participation. If an employee does not elect to participate at the time of their employment, their election to participate will be governed by the terms and conditions of the policy as to proof of insurability at such time as the employee desires to become a participant.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_



The City shall pay the premium to provide basic group life insurance. The minimum amount of life insurance for any employee shall at least be an amount equal to their annual base salary adjusted to the next higher \$1,000.00 multiple, if not an even multiple of \$1,000.00.

#### Section 5: Dental Insurance

- A. The City will pay toward the cost of the group dental insurance the full premium for the Delta Premier Plan, single or family coverage, or an equivalent dollar amount toward any other dental plan offered by the City.
- B. The City has the right to change carriers or self-insure provided coverage is equal to or better than the current coverage.

Section 6. The City will continue to offer employees a Section 125 Program Flexible Spending Account for items, including, but not limited to: 1) non-covered medical expenses, 2) dependent care expenses, 3) premiums for group insurance, and 4) independent premiums.

Section 7. Disability Insurance. The City will contract for the provision of disability insurance for City employees at the employee's expense so long as such insurance is available and feasible.

### **ARTICLE 14 – VACATIONS**

Section 1: Employees shall be entitled to vacations as follows:

- A. Two (2) cycles/weeks after the first (1<sup>st</sup>) year of employment.
- B. Three (3) cycles/weeks after the eighth (8<sup>th</sup>) year of employment.
- C. Four (4) cycles/weeks after the fifteenth (15<sup>th</sup>) year of employment.
- D. Five (5) cycles/weeks after the twenty-first (21<sup>st</sup>) year of employment.
- E. Six (6) cycles/weeks after the twenty-eighth (28<sup>th</sup>) year of employment (for 52.3-hour employees only).
- F. Each cycle/week above shall consist of three (3) twenty-four (24) hour duty days for fifty-two-point three (52.3) hour personnel and five (5) eight (8) hour duty days for forty (40) hour personnel and be computed based on the affected years' vacation schedule.

Section 2: On or before the first day of November each year, the Chief shall provide the union's Executive Board a list of all member employees eligible for vacation and work reduction days, including their dates of hire and amount of vacation and work reduction eligibility. It shall be the responsibility of the union's Executive Board to establish and administer rules for the selection of vacation and work reduction days. On or before December 20 of each year, the Executive Board shall submit to the Chief a list of the vacation times of all eligible employees. Employees shall select vacation in accordance with their seniority on the department.

Section 3: Selections may be made throughout the calendar year and shall be made in sequence with the work cycle, commencing with the first day of the work cycle. Four 52.3-hour employees shall be free to make a selection for any specific work cycle. For the purpose of picking work reduction days, one day of the last two single days of the work reduction picks may be made in the fifth slot.

Section 4: Vacation requests by Inspectors (40-hour employees) will not be unreasonably withheld and will be based on the operational needs of the department.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

Section 5: All selections for fifty-two-point three (52.3) hour employees shall be made in accordance with the following plan, as applicable to the employee's length of service.

1 <sup>st</sup> Selection	2 weeks vacation (single or coupled) – 1 <sup>st</sup> year of employment
2 <sup>nd</sup> Selection	28 <sup>th</sup> year of employment
3 <sup>rd</sup> Selection	21 <sup>st</sup> year of employment
4 <sup>th</sup> Selection	15 <sup>th</sup> year of employment
5 <sup>th</sup> Selection	8 <sup>th</sup> year of employment
6 <sup>th</sup> Selection	Work reduction hours based on language to accomplish the average fifty-two-point three (52.3) hour work week

Section 6: Vacation selections may be altered to fill slots which are vacant, or that may become vacant, or as a result of mutually agreed upon exchange between employees, or to reschedule missed vacations due to on duty injuries, provided that it does not create a hardship to the department. Said alterations must be submitted in writing to the Battalion Chief a minimum of 2 work cycles prior to the selected dates.

Section 7: In the event an employee is hospitalized for any reason or is incapacitated due to serious illness as defined by the Family Medical and Leave Act (FMLA) or suffers a duty-related injury which would cause a loss of normal usage of scheduled vacation time, such employee will be permitted upon written request by the employee, spouse or designated union representative, and prior to the originally scheduled vacation, to reschedule lost vacation at a time of mutual agreement into the subsequent calendar year until March 31<sup>st</sup>.

#### **ARTICLE 15 – HOLIDAYS**

Section 1: Effective January 1, 2007, every fifty-two-point three (52.3) hour employee will receive one hundred and forty-four (144) hours of compensation annually, in lieu of holidays, at the employee's regular hourly rate. This holiday compensation shall be paid on the first payroll in December each year.

Section 2: Employees may request that holiday compensation normally paid the first payroll in December be converted to time off as substitution for Family Medical Leave under state and federal laws within the calendar year.

Section 3: Forty (40) hour employees shall be entitled to the eleven (11) paid holidays listed below and additional holidays recognized in City Policy. If additional holidays are added or removed from City Policy, forty (40) hour employees shall be subject to those changes.

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holiday (2)

Requests by forty (40) hour employees to utilize Floating Holiday time will not be unreasonably withheld, and approval will be based on the operational needs of the department.

#### **ARTICLE 16 - SICK, INJURY, MILITARY, FUNERAL, JURY SERVICE, TEMPORARY EMERGENCY LEAVES**

Section 1: Sick Leave. Effective January 1, 1998, employees covered by this Labor Agreement shall accumulate sick leave.

A. Accumulation.

- (1) 52.3 Hour Schedule: Employees shall accumulate sick leave at the rate of sixteen (16) hours for each full month of service. Unused sick leave shall accumulate up to a maximum of two thousand one hundred and sixty (2,160) hours.
- (2) 40 Hour Schedule: Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Unused sick leave shall accumulate up to a maximum of one thousand (1,000) hours.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- (3) While on sick leave, such employee shall continue to accrue benefits in accordance with the provisions of this Labor Agreement.

B. Use.

- (1) Sick leave with pay entitles eligible employees to time off from work, as is medically necessary, to recuperate from personal illness or accident or for emergent care during the workday.
- (2) 52.3-hour employees - Routine medical or dental appointments shall not be scheduled during the workday.
- (3) 40-hour employees:
  - a. Up to three (3) days of sick leave per year may be used for a Personal Emergency which is defined as a situation or event resulting in a dire medical, emotional, or economic need which is unforeseen.
  - b. Routine medical or dental appointments may be tended to during schedule workday, using sick leave for the time away.

C. Pay. Employees eligible for sick leave will be paid at their regular base hourly pay.

Section 2: Workers Compensation Supplemental Pay. An employee off work due to a work-related disability shall receive a payment equal to the difference between the amount of worker's compensation payment and their regular net pay for a period of up to eight (8) months from the date of the original injury or illness. Such supplemental payment shall continue only during the period of time in which the employee is medically, temporarily, partially or totally disabled as a result of such injury or illness. Regular net pay, for purposes of this Article only, excludes any State imposed penalty levied against the employee.

Section 3: Military Reserve. Employees who are members of the uniformed services shall be governed by the provisions of the applicable city policy, which may be voluntarily waived by the employee.

Section 4: Funeral Leave.

- A. Immediate Family - When there is a death in the immediate family of an employee, the employee shall be granted time off from duty without loss of pay to attend to burial and personal bereavement, but the period allowed shall not exceed the maximum of two (2) twenty-four (24) hour duty periods with pay. If a third duty day is needed, such can be granted at the discretion of the Chief. Immediate family is defined as follows: Spouse, parents, children, brother, sister, mother-in-law or father-in-law, stepchild, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, stepparents, great grandparents, foster children, and spouse's grandparents.
- B. Other Person - Upon the death of any other person, the Chief or designee, may approve an employee's request to reschedule vacation or work reduction time or use holiday pay converted to time to attend to burial and personal bereavement, but the period allowed shall not exceed two (2) twenty-four (24) hour duty periods. If the department is above minimum staffing the day of leave, substitution of benefit time would not be required.
- C. Forty (40) Hour Employees - All forty (40) hour per week employees shall be entitled to three (3) working days for immediate family deaths if reasonably needed and one (1) working day, at the discretion of the Chief, or designee, for other person.
- D. Pallbearer - Any employee who acts as a pallbearer for a deceased person at a funeral during such employee's regularly scheduled tour of duty may be allowed up to a maximum of eight (8) hours off duty with pay.

Section 5: Jury Service: Employees who are called for jury service in any court in the State of Wisconsin or United States shall be granted a leave of absence to serve as a juror. Employees granted leave under this section shall be eligible for reimbursement of lost salary subject to the terms of the following conditions:

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- A. Where the fee paid for such jury service, exclusive of transportation expense and meals is less than the salary paid by the City to such employee, the City shall reimburse the employee for the loss occasioned by such difference in pay.
- B. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of the City ordinances and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of City ordinances. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by such jury service.

Section 6: Temporary Emergency Leave (TEL). It is recognized that due to the nature of the fifty-two-point three (52.3) hour work schedule, TEL may be necessary for personal emergencies. TEL will be granted by the on-duty Battalion Chief and will be taken for a minimum of four (4) hours and a maximum of 24 hours. TEL will not be used to explore or venture into personal fields of endeavor, including but not limited to, outside employment.

Each fifty-two-point three (52.3) hour employee may take up to a cap of sixty (60) hours of sick leave per calendar year as TEL provided:

- A. In the event TEL would result in a decrease in the level of service, or the on-duty staffing level to fall below minimum, TEL approved for on-duty personnel may be postponed until a replacement is obtained.
- B. TEL may be used as of January 1<sup>st</sup> of each calendar year and may not be carried over from one year to the following. Upon hire, TEL will be prorated for the remainder of the calendar year.
- C. Personal Emergency is defined as a situation or events resulting in a dire medical, emotional, family or economic need which is unforeseen. "Unforeseen" refers to those situations or events which come to the employee's attention less than 24 hours prior to the beginning of the employee's work shift.
- D. TEL is not granted for planned events.

#### **ARTICLE 17- CLOTHING ALLOWANCE AND REPLACEMENT**

Section 1: All bargaining unit employees shall be entitled to \$60.00 per month clothing allowance to maintain required uniform. Amount will be prorated for the first partial year of employment. In addition to this, any uniform apparel obviously damaged or destroyed in the line of duty shall be repaired or replaced by the Employer. Uniform is defined as those articles of apparel and equipment required by the Department.

As an option for Recruit Firefighters (new 52.3-hour employees covered by this Agreement), an initial uniform purchase authorization may be extended (with details included in Final Offer of Employment) of up to \$720 (at 0% interest). Charged expenses will be deducted monthly at not less than \$50 per month until the balance is paid in full. All subsequent purchases will be the responsibility of the employee.

Section 2: The City will purchase, own and provide all fire fighting equipment for each bargaining unit employee as deemed necessary by the Fire Chief. Said equipment shall include but not be limited to a helmet, bunker pants and coat, boots, gloves and hoods. If any of this apparel becomes legally required, it will be furnished to firefighters who have not been issued it previously. New employees will be furnished such apparel when hired.

Section 3: Uniform allowances will be paid once per year on, the second payroll in January. If employment terminates after the uniform allowance has been received, the City will recover the unearned portion of the uniform allowance from the employee's last check calculated as part of the employee's final payout document.

Section 4: All firefighting equipment shall minimally conform to NFPA standards at the time of purchase.

#### **ARTICLE 18 – GRIEVANCE PROCEDURE**

Section 1: Eligibility. Employees in active service shall be covered by the procedure hereinafter provided so long as they remain in active service and covered by this Agreement.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

Section 2: Grievances. The provisions of this subsection shall only cover employees in the Association for so long as they remain within a position classification covered by this Agreement:

- A. All differences involving the interpretation, application, administration, or enforcement of the provisions of this Agreement shall constitute a grievance hereunder; provided, however, that specifically excluded from this Procedure is any matter of departmental discipline except written reprimands which may be appealed through Step 3 of the grievance process.
- B. In the event the employer takes a particular action which, in the Union's view, results in a violation of the agreement and such action adversely affects a number of members, under circumstances that are essentially identical, the Association may file a group grievance on their behalf. Nothing herein is intended to preclude the parties from agreeing to consolidate grievances and group grievances for purposes of arbitration. The grievance shall list the provision(s) of the Contract that has allegedly been violated.
- C. In addition to the limitations provided for in subsection A, the following matters are specifically excluded from this Grievance Procedure:
  - (1) Any matter reserved to the Fire Chief or Board of Police and Fire Commissioners by State Statute or Charter Ordinances;
  - (2) Any matter appealable to the Board of Police and Fire Commissioners;
  - (3) Obligations of the City under Chapter 102, Wis. Stats. ("Workers Compensation Act of Wisconsin").
- D. Investigation. In the event that an investigation has been initiated that may result in disciplinary action, the involved employee may request a status report after fourteen (14) calendar days of the employer's knowledge of the incident.

Section 3: Grievance/Arbitration Processing. Should any employee or group of employees feel aggrieved, adjustments shall be made as follows:

Step No. 1: If any employee has a grievance, it shall be presented verbally to the Battalion Chief of the respective

e shift within nine (9) calendar days of becoming aware of the occurrence of the event causing the grievance but not later than thirty (30) calendar days from the time of the event. Battalion Chief shall be required to give a response within (9) calendar days. If the particular Battalion Chief is unavailable, the grievance may be presented to a Battalion Chief, or Assistant Chief who is available.

Step No. 2: The grievance shall be considered settled in Step 1 unless within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, after the Battalion Chief's response, the grievance is put in writing and appealed to the Chief. The Chief shall meet with the Union's Grievance Committee and the aggrieved within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, to discuss and attempt to adjust the grievance. Within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays, after the meeting, the Chief shall respond in writing to the grievant with a copy to the designated Union Representative.

Step No. 3: The grievance shall be considered settled in Step 2 unless within nine (9) calendar days exclusive of Saturdays, Sundays, and Holidays after the Chief's written response, the grievance is appealed to the City Administrator. The City Administrator shall meet with the Union's Grievance Committee and the aggrieved within ten (10) calendar days (exclusive of Saturdays, Sundays, and Holidays) to discuss and to attempt to adjust the grievance. Within ten (10) calendar days after the meeting, the City Administrator shall respond in writing to the Union.

Section 4: Grievance Arbitration

- A. Final and binding arbitration may be initiated by serving written notice to the Fire Chief and City Administrator of intent to proceed to final and binding arbitration within 30 days of receipt of the third step answer. Said notice shall identify the grievance and the employees involved.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- B. Unless the parties can agree upon the selection of an arbitrator within seven (7) calendar days following the receipt of such written notice, either party may request in writing the Wisconsin Employment Relations Commission to submit a list of up to five (5) staff arbitrators or commissioners to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator selected shall hold a hearing at a time and place convenient to and mutually agreed upon by the parties as soon as practical. The arbitrator shall take such evidence as is appropriate for the disposition of the dispute. Statements of Position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Fire Chief, the Fire Chief or designee shall be permitted to participate in the proceedings to state the position of the Fire Chief.
- D. The arbitrator shall not add to, detract from, or modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- F. In reviewing any difference over application of a Departmental rule or regulation under this Grievance Procedure, the arbitrator shall consider the special statutory responsibilities granted to the Fire Chief under Section 62.13, Wis. Stats. The arbitrator shall not impair the ability of the Fire Chief to operate the Department in accordance with the statutory responsibilities under Section 62.13, Wis. Stats., or impair the authority of the Fire Chief to maintain, establish and modify rules and regulations for the operation of the Fire Department. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.
- G. All expenses incurred as a result of the arbitration proceedings shall be paid by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be paid by the party at whose request such witnesses or depositions are required.
- H. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wis. Stats. shall apply. All hearings will be transcribed by a Court Reporter. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wis. Stats. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- I. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties mutually agree in writing to extend the period.
- J. The arbitrator's award shall be submitted in writing to the parties.

#### **ARTICLE 19 - LOSS OR DAMAGE**

The employer agrees that employees shall not be charged for any loss or damage of City owned property unless there is clear proof of malicious intent or gross negligence.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_



**ARTICLE 20 - SALARY SCHEDULE**  
**(Biweekly Salaries)**

**Section 1:**

	<b>1/1/2025</b> 3%	<b>1/1/2026</b> 2%	<b>7/1/2026</b> 1.5%	<b>1/1/2027</b> 3%	<b>1/1/2028</b> 2%	<b>7/1/2028</b> 1.5%
<b>Firefighter</b>						
1st year	\$2,177.96	\$2,221.51	\$2,254.84	\$2,322.48	\$2,368.93	\$2,404.47
2nd year	\$2,487.08	\$2,536.82	\$2,574.87	\$2,652.12	\$2,705.16	\$2,745.74
3rd year	\$2,796.25	\$2,852.18	\$2,894.96	\$2,981.81	\$3,041.45	\$3,087.07
4th year	\$3,105.38	\$3,167.49	\$3,215.00	\$3,311.45	\$3,377.68	\$3,428.34
5th year	\$3,420.01	\$3,488.41	\$3,540.74	\$3,646.96	\$3,719.90	\$3,775.70

  

<b>Paramedic (PM)</b>	1/1/2025: 4.0% above member's current firefighter base salary
<b>Paramedic (PM)</b>	1/1/2026: 4.5% above member's current firefighter base salary
<b>Paramedic (PM)</b>	1/1/2027: 5.0% above member's current firefighter base salary
<b>Equipment Operator</b>	5.0% above member's current firefighter base salary
<b>Shift EMS Coordinator</b>	6.0% above member's current firefighter base salary
<b>Equip. Operator (PM)</b>	7.0% above member's current firefighter base salary
<b>Inspector</b>	8.0% above member's current firefighter base salary
<b>Inspector (PM)</b>	10.0% above member's current firefighter base salary
<b>Lieutenant</b>	12.0% above member's current firefighter base salary
<b>Lieutenant (PM)</b>	14.0% above member's current firefighter base salary

Section 2: The City shall be relieved of paramedic pay in the event that any employee so qualified is granted, per such employee's requests, a leave from such program for a period in excess of thirty (30) duty days.

Section 3: EMT State certification will be maintained by all firefighters. All certifications will be on file at the fire department on or before November 1st of the renewal year. All employees will comply with all management directives to allow re-certification at the earliest opportunity.

Section 4: Members covered by this Agreement, hired before January 1, 2002, will receive longevity pay of \$40 per month.

Section 5: All members will enroll in the City's direct deposit program.

Section 6: Each member of the Special Services Team, upon meeting and maintaining department standards as established in writing by the Chief or being designated an SST trainee shall be paid \$100.00 per month as a premium for all months served as a member of the team or as a trainee. Members and trainees shall not receive hourly compensation for the SST course work or training, excluding mandatory meetings and training.

Section 7: Due to a competitive employment market and to allow the City to attract high quality candidates, lateral transfer candidates may be offered a higher starting salary and/or additional vacation at the time of hire at the City's sole discretion. Lateral transfers will be required to be licensed as a State of Wisconsin Paramedic.

For purposes of this section, lateral transfers shall be defined as Firefighter Paramedics that have served for a minimum of at least two (2) years of full-time employment. Lateral transfers shall:

- A. Be evaluated for previous service to determine commensurate pay and vacation. The Fire Chief shall make recommendation for determination. Human Resources in consultation with the Fire Chief shall have final determination for placement on Local 407 CBA wage and vacation schedule. The City may approve pay rates up to and including 4<sup>th</sup> year firefighter.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- B. If qualified for early vacation accrual, the employee will select early vacation accrued vacation day(s) at the completion of the vacation process. Upon earning their accrued vacation day(s), the employee will be placed into vacation selection process per seniority, with final approval to be mutually agreed upon by the Fire Chief (or designee) and the Union President.
- C. Utilize their date of hire with the City of Waukesha for all retirement and post-employment benefits.
- D. Health, dental and vision insurance benefits will be offered following City of Waukesha policies for any new hire.

## **ARTICLE 21 – PROMOTIONS, CHANGE IN JOB ASSIGNMENTS & TRANSITIONAL POSITIONS**

Section 1: Promotable positions (approved by the Police and Fire Commission) include Lieutenant, Equipment Operator, and Fire Inspector. When a vacancy in a promotable position occurs, such vacancy shall be filled only according to the following method:

- A. A notice to establish an eligibility list shall be posted for at least thirty (30) days prior to the last day on which letters of intent are accepted. The notice shall state the date, time, and place of written examination. It shall further state the eligibility requirements, the type and nature of the test or tests to be conducted, the written manuals or other materials, if any, which contain information that will to some extent be included, the general subject matter to be covered, the weight to be given each specific phase, the scores needed to be qualified, and the manner of scoring to be used.
- B. Applicants successfully completing the promotional process will be entitled to additional credit for department seniority as follows (maximum of 2.5 points for the process):

5 to 9 years complete	.5 points
10 to 14 years complete	1 point
15 to 19 years complete	2 points
20 years and greater complete	2.5 points

The department may award up to 1 additional point, provided the applicant has successfully completed the previous promotional process. This will be based on the applicant's number of years being qualified or assigned to "act in the stead of another employee" and awarded as defined in the current posting.

The maximum number of points allowed for department seniority, experience in a promotional process, and acting in the stead of another employee shall not exceed 3.5 points. For example, an applicant with more than 20 years of service who has successfully completed the previous promotional process may receive 3.5 points for the process.

- C. The promotional process as posted shall be adhered to and only qualified candidates shall be placed on an Eligibility List. All qualified applicants shall be ranked in order of composite scoring calculated and shall be notified of their ranking. An Eligibility List of qualified candidates shall be posted and remain in effect for two (2) years provided the candidates remain capable of fulfilling the position. Subsequent promotions during the effective time period to the same job classification shall be made according to the highest-ranking candidate, subject to Letter D below. The complete listing of those qualified, individual scores per test and final scores, and individual ultimate ranking shall be made available to each candidate. Selection for promotion shall be made from those candidates who have qualified, if any, and have been placed on the Eligibility List.
- D. The next qualified candidate on the eligibility list shall be recommended for appointment to the Police and Fire Commission as soon as possible after a vacancy is created unless the City has abolished the position by resolution prior to that time or can establish by reasonable justification that outside appointment of a qualified candidate was necessary. If the position is abolished, no employee will be assigned to the position.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_



- E. A vacancy shall not be deemed to exist unless a new or additional position is created or an existing position is available due to the death, termination for just cause, promotion, resignation or retirement of the employee previously appointed to such position. Actors, per Article 10, may be utilized by the City to temporarily fill all appointed/promoted positions during the absence of the appointed/promoted officer.
- F. The management and the union shall jointly establish a committee which shall be comprised of three (3) management members of the department, to be selected by the Chief and three (3) members of the union, to be selected by the union per constitution and bylaws, who will not be participating in the promotional procedure, and which shall be named the "Promotion Testing Procedures Review and Evaluation Committee". This committee shall meet in advance of a process, if necessary, to review and discuss said procedures and eliminate, if possible, potential problems. If necessary, it will meet following each process prior to posting of eligibility list, to address and resolve employee complaints, if possible. If resolution is not achieved, the Fire Chief decides. This provision shall not preclude the right to grieve or arbitrate the violation of any other section of this contract; however, the provisions of Article 21, Section 1 E shall not be subject to the grievance and arbitration procedure.
- G. A promoted equipment operator shall continue in such position and receive such premium thereafter until promoted, retired, or removed from the position for just cause. A promoted equipment operator shall be appointed to operate each first line engine or ladder truck.
- H. When an eligibility list becomes exhausted, or falls below nine (9) eligible candidates, a supplemental testing process may be implemented subject to the original posted requirements and processes in order to augment the eligibility list in place. Candidates on the present list will not lose their position in the ranking. Expirations of eligibility lists will remain on the original two-year period.

Section 2: Job Assignments (approved by the Fire Chief or designee) include Shift EMS Coordinator and Special Services Team member and may be filled according to the following method:

- A. A notice shall be posted for at least thirty (30) days. The notice shall state the date, time and place of pertinent events of the evaluation process. It shall further state the eligibility requirements, the type and nature of the test or tests to be conducted, the written manuals or other materials, if any, which contain information that will to some extent be included, the general subject matter to be covered, the weight to be given each specific phase, the score needed to be qualified and the manner of scoring to be used.
- B. The management and the union shall jointly establish a committee which shall be comprised of three (3) management members of the department, to be selected by the Chief and three (3) members of the union, to be selected by the union per constitution and bylaws, who will not be participating in the promotional procedure, and which shall be named the "Promotion Testing Procedures Review and Evaluation Committee". This committee shall meet in advance of a process, if necessary, to review and discuss said procedures and eliminate, if possible, potential problems. If necessary, it will meet following each process prior to posting of eligibility list, to address and resolve employee complaints, if possible. If resolution is not achieved, the Fire Chief decides. This provision shall not preclude the right to grieve or arbitrate the violation of any other section of this contract; however, the provisions of Article 21, Section 2 B shall not be subject to the grievance and arbitration procedure.
- C. Only qualified candidates shall be placed on the eligibility list and/or appointed as soon as possible after a vacancy is created unless the City has abolished the position by resolution prior to that time or can establish by reasonable justification that outside assignment of a qualified candidate was necessary. If the position is abolished, no employee will be assigned to the position.

Section 3: Integrated positions (approved by the Fire Chief or designee) include Paramedic.

- A. New Firefighters may integrate to the classification of Firefighter/Paramedic as part of the eighteen (18) month probationary period, following completion of required training established by the department.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- B. Current employees who are not licensed as a Paramedic may integrate to Paramedic classification upon obtaining State of Wisconsin Paramedic license and completion of required training established by the Department.
- C. All Classification changes are subject to the approval of the Medical Director and Fire Chief.
- D. Compensation for classification to Paramedic will not occur until integration training is complete.

## **ARTICLE 22 - FUTURE NEGOTIATIONS**

If either party desires to negotiate any changes in this Agreement, they shall notify the other party in writing as provided by Section 111.77, Wis. Stats. as in effect at the time of this Contract or as from time to time amended. It is recommended, and both parties shall make their best efforts should either party desire to negotiate, to commence negotiations as soon as reasonably practicable after such notice. Nothing in this Article shall be deemed to in any way alter or supersede the statutory and common law rights of the parties to continue operation under an existing contract and to negotiate and/or arbitrate a new contract upon expiration of this Agreement. Failure to provide such notice shall not serve to waive the rights of any party.

## **ARTICLE 23 - AMENDMENT PROVISION**

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement entered into between the City and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

## **ARTICLE 24 - PRIORITY**

The terms and conditions of this Agreement shall supersede and take precedence over any prior rules, regulations, orders and/or directives in conflict with or in contravention of any of the terms and conditions of this Agreement.

## **ARTICLE 25 - NO OTHER AGREEMENT**

The City shall not enter into any other agreement, written or oral, with any of the members within the bargaining unit represented by the Association, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

## **ARTICLE 26 - NONDISCRIMINATION**

The parties agree there shall be no discrimination against any employee covered by this agreement because of membership or activities in the Association, nor will the parties interfere with the right of employees to become or refrain from becoming members of the Association.

## **ARTICLE 27 - WAIVER OF RIGHTS**

In the event any clause, provision or portion of this Agreement is ultimately determined to be invalid or inoperative, such invalidity or inoperativeness shall not affect other clauses, provisions or portions of this Agreement.

## **ARTICLE 28 – LIGHT DUTY (TAAP)**

Section 1: An employee injured or suffering an illness, at or away from work that prevents the employee from performing the essential functions of the regular job, will provide to the Department as soon as possible, written certification of any restrictions imposed upon the employee by a medical provider to include the projected duration of the restriction(s). At its own expense, the Department may require the employee to obtain a second medical opinion from a medical provider that it designates.

Section 2: The Department will evaluate the restriction(s) and determine if temporary assignment of alternative productive work is available. Temporary assignment of alternative productive work (TAAP) is that which maintains a level of activity which is productive, serves a therapeutic purpose and which quickens the employee's return to full assignment. Department management may, in its sole discretion, make an assignment of the restricted employee to such available work. It is expressly agreed that:

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

- A. No obligation exists for the City to provide, convert a regular job, or create TAAP.
- B. TAAP does not create a regular employment opportunity and is only available as a temporary assignment.
- C. TAAP shall follow City and Department policy as per related to the Side Letter of Intent.

Section 3: The Fire Department will notify the Human Resources Department of all TAAP assignments of its members. Members are required to provide documented updates relative to their return-to-work status promptly following all appointments with their health care provider. The Fire Department may make modifications to TAAP assignments, based on status updates, to meet the needs of the Department, but always within the current physical restrictions and limitations of the employee. Return to work status and TAAP assignments will be reviewed by the Department on a regular basis, until member is released to full duty or has reached "end of healing" process.

#### ARTICLE 29 - SAFETY PROVISION

The City will comply with all state and federal regulations regarding safety. The Chief will establish, in writing, the standards and/or recommended procedures, which shall provide for the safety of employees in the performance of their duties.

#### ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2025, and remain in full force and effect to and including December 31, 2028; and thereafter shall be considered automatically renewed for successive twelve (12) month periods unless procedures are instituted in accordance with Section 111.77 of the Wis. Stats. In the event such procedures are initiated, negotiations shall begin prior to September 1<sup>st</sup> of any year in which such request for negotiations is filed. In the event the parties do not reach written agreement by the expiration date, the existing Agreement shall be extended until a new Agreement is executed. Such extension of Agreement shall not, however, be a bar to retroactivity of the Agreement reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, at Waukesha, Wisconsin.

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 407,  
A.F.L. - C.I.O.**

**CITY OF WAUKESHA**

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bargaining Representative

\_\_\_\_\_  
Clerk/Treasurer

\_\_\_\_\_  
Bargaining Representative

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Fire Chief

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

**ATTACHMENT B**

**INSERT HERE A COPY OF THE ACKNOWLEDGED LETTER OF NOVEMBER 7, 2003 REGARDING FLSA  
OVERTIME COMPENSATION AS AMENDED June 8, 2005**

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

**ATTACHMENT C****Administration of Trades During Leaves of Absence**

The following chart is an overview of how the department will address situations when an employee is scheduled to work a trade but is unable to due to the types of leave listed.

<b><u>Type of Leave</u></b>	<b><u>Result</u></b>
Administrative Leave	All trades will be honored for seven (7) calendar days from start of leave.
Jury Duty	Employee will be released to serve for jury duty.
Family Medical Leave	Employee will be allowed to use sick leave balance or other accrued leaves (as with all approved FML requests). All trades will be honored for seven (7) calendar days from start of leave.
Funeral Leave	Can use benefits as described in contract.
Temporary Emergency Leave	Can use benefits as described in contract.
Duty Related Injury	All trades will be honored for twenty-one (21) calendar days from start of leave.
Sick	All trades will be honored for one (1) day from start of leave. <sup>1</sup> Time will be deducted from Sick Leave Accrual.
Non-duty Related Injury	All trades will be honored for one (1) day from start of leave. <sup>2</sup> Time will be deducted from Sick Leave Accrual.

When an employee fails to report for duty on a day that they are scheduled to work a trade, employee will be considered Absent without Leave (AWOL) and may be subject to disciplinary action. The employee scheduled to work the trade will be responsible for compensating the City of Waukesha for the lost time. This compensation will be in the form of a deduction from the annual holiday paycheck issued as described in contract. If the department is required to replace the employee due to minimum staffing requirements, the deduction will equal the actual expense to the City (time and one half). If a minimum staffing assignment is not required, the deduction will be based on the employee's hourly rate of pay (straight time) (unused vacation or work reduction hours may be surrendered).

The foregoing accommodations with respect to trades contemplates that individual employees will make every effort to arrange substitute trades whenever possible, to minimize the impact to the Department. The Department reserves the right to inquire as to the efforts of the employee to arrange substitutions.

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<sup>1</sup> Refers to the next calendar day.

<sup>2</sup> Refers to the next calendar day.

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

**ATTACHMENT D**

## Hourly Rates for Acting Premiums by Position

**1/1/2025**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.64						
Acting Equipment Operator/PM			0.98	0.33			
Acting Lieutenant	3.92	2.29					
Acting Lieutenant/PM			3.27	2.62	2.29		
Acting Battalion Chief/LT						6.31	6.31

**1/1/2026**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.67						
Acting Equipment Operator/PM			0.83	0.33			
Acting Lieutenant	4.00	2.34					
Acting Lieutenant/PM			3.17	2.67	2.34		
Acting Battalion Chief/LT						6.44	6.44

**7/1/2026**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.69						
Acting Equipment Operator/PM			0.85	0.34			
Acting Lieutenant	4.06	2.37					
Acting Lieutenant/PM			3.22	2.71	2.37		
Acting Battalion Chief/LT						5.87	5.87

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

**ATTACHMENT D (continued)**  
Hourly Rates for Acting Premiums by Position

**1/1/2027**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.74						
Acting Equipment Operator/PM			0.70	0.35			
Acting Lieutenant	4.18	2.44					
Acting Lieutenant/PM			3.14	2.79	2.44		
Acting Battalion Chief/LT						5.60	5.60

**1/1/2028**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.78						
Acting Equipment Operator/PM			0.71	0.36			
Acting Lieutenant	4.27	2.49					
Acting Lieutenant/PM			3.20	2.85	2.49		
Acting Battalion Chief/LT						5.71	5.71

**7/1/2028**

<b>Acting Position</b>	<u>Firefighter</u>	<u>Equipment Operator</u>	<u>Paramedic</u>	<u>EMSC</u>	<u>Equipment Operator/ Paramedic</u>	<u>Lieutenant</u>	<u>Lieutenant/ Paramedic</u>
Acting Equipment Operator	1.81						
Acting Equipment Operator/PM			0.72	0.36			
Acting Lieutenant	4.33	2.53					
Acting Lieutenant/PM			3.25	2.98	2.53		
Acting Battalion Chief/LT						5.10	5.10

For the Union: \_\_\_\_\_

For the City: \_\_\_\_\_

Letter of Intent  
Regarding Article 28 of the  
2025-2028 Collective Bargaining Agreement

The letter of intent is to clear up any ambiguity for the change in language regarding Article 14 of the 2025-2028 Collective Bargaining Agreement between the City of Waukesha and the Waukesha Professional Firefighters, IAFF Local 407.

In regards to the change from the listed items language to the "Reflects City Policy". It is the understanding that this new language in no way shape or form changes our current practices of TAAP up to and including 24-hour light duty for On-Duty related injuries or illness.

This letter of intent will serve as guidance to understand that both sides recognize the clean-up of the language without the change in current practice or intent of TAAP provided to Association members. Also knowing that the fire department runs 24-hour shifts which is different from all other city departments.