

## SUMMARY OF NEGOTIATED SETTLEMENT

**EMPLOYER:** CITY OF WEST ALLIS

**BARGAINING UNIT:** WEST ALLIS PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, LOCAL 342

The undersigned, being duly authorized representatives and/or agents for the indicated parties hereto, agree that the following Summary represents the terms of the negotiated agreement for wages, hours and other conditions of employment for the above-captioned bargaining units.

1. **Contract Term:** January 1, 2022 – December 31, 2025

2. **Wages:**

- a. 2.5% ATB effective the first full pay period following January 1, 2022.
- b. 2.5% ATB effective the first full pay period following May 1, 2023.
- c. 2.5% ATB effective the first full pay period following May 1, 2024.
- d. 3.25% ATB effective the first full pay period following July 1, 2025.

*Me Too Clause (Wages only to replace the above if triggered): If the City of West Allis and the West Allis Professional Police Association ratify a voluntary settlement as a successor Agreement to the current Agreement, which expired on December 31, 2021, with a wage settlement, meaning the aggregate lift at the end of the contract's term (to include percentage adjustments and any flat dollar additions to steps) that is in excess of the wage settlement/aggregate lift at the end of the coinciding term in this Tentative Agreement (i.e., that is greater than 1) the aggregate lift at the end of the term in question if the WAPPA's contract term is four years, or if the term of the WAPPA Agreement is less than four years, then 2) the aggregate lift at the end of the years in this Tentative Agreement that coincide with the same years of the WAPPA Agreement) then the parties agree this Me Too Clause shall be triggered and said WAPPA wage settlement/aggregate lift shall replace the wage settlement/aggregate lift for the applicable term in this Tentative Agreement.*

*If the City of West Allis and the WAPPA do not ratify a voluntary settlement as a successor Agreement to the current Agreement with a wage settlement/aggregate lift greater than the wage settlement/aggregate lift in this Tentative Agreement (as addressed above) then this Me-Too Clause shall not apply.*

Note: (grey highlight = new/updated wording; strike-through = deletion)

3. **Article XVI, Hospital/Surgical Care, Dental and Life Insurance** – Amend as follows:

a. Section 1.

(A) Employees who participate in health insurance provided to them by the City in accordance with Section 2.76 (14) of the Revised Municipal Code shall pay the following monthly premium share contributions effective ~~July 1, 2020~~ December 1, 2021 through ~~November 30, 2024~~ December 31, 2025:

(1) Employees who, along with their spouse, participate in a City-sponsored Health Risk Assessment (HRA) shall contribute fourteen percent (~~14~~15%) towards their monthly premium share .

(2) Employees who, along with their spouse, do not participate in a City-sponsored Health Risk Assessment (HRA) shall contribute twenty percent (20%) towards their monthly premium share<sup>1</sup>.

~~(B) (A) Employees who participate in health insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective December 1, 2021:~~

~~\_\_\_\_\_ (1) \_\_\_\_\_ Employees who, along with their spouse, participate in a City-sponsored Health Risk Assessment (HRA) shall contribute fifteen percent (15%) towards their monthly premium share.~~

~~\_\_\_\_\_ (2) \_\_\_\_\_ Employees who, along with their spouse, do not participate in a City-sponsored Health Risk Assessment (HRA) shall contribute twenty percent (20%) towards their monthly premium share.~~

(C) Any approved monthly premium share contribution increase shall be effective the first full payroll after the established date of the increase.

b. Section 2.

(A) An employee who retires between January 1, 2020~~2~~ and December 31, 2024~~5~~, shall be eligible to participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (12)~~14~~ of the Revised Municipal Code and, if applicable, payment of the premium share addressed in Section 1 above.

c. Section 5.

(B) The City shall pay one hundred percent (100%) of the premium for dental insurance effective January 1, 2020~~2~~ through December 31, 2024~~5~~.

4. **Longevity Pay:**

Article VII, Section 3 – Add the following language to the footnote: "Effective [INSERT RATIFICATION DATE], a longevity allowance will no longer be paid to any employees covered under this Agreement".

5. **Ambulance Officer Pay:**

a. For clarity purposes, amend Appendix A, Section II as follows:

"Effective January 1, 2020~~22~~, ~~Rescue Squad Personnel~~ employees licensed at the EMT-Basic level, when assigned to an EMS Transport Unit, are to receive Fifteen Dollars (\$15.00) per full duty day ~~when assigned to rescue service duty.~~

b. Creation of language in Appendix A, Section II:

"Effective [INSERT RATIFICATION DATE], employees assigned as Ambulance Officer shall receive their base pay plus One Dollar (\$1.00) per hour for all hours so assigned. Employees assigned as Ambulance Officer shall not be eligible for EMS transport unit pay."

6. **Consolidation Language:**

Article XXX Miscellaneous Provisions Add a new Section 5 to state:

"Should the West Allis Fire Department ever consolidate with another Department or entity, dissolve or otherwise be transferred to or accept inclusion of another entity, the City will honor the existing Agreement for wages and benefits until a new collective bargaining agreement has been established with the new service provider, if the affected employees are represented by a collective bargaining representative with the new service provider. Once the decision to consolidate is made, the City will agree to be open to the comments and concerns of the Association during any such process."

**7. Tuition Reimbursement:**

Article XXX Miscellaneous Provisions Amend Section 3, Paragraph A as follows:

"Effective January 1, 2012, through December 31, 2022, the City will reimburse up to Six Hundred Dollars (\$600.00) per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job. Effective January 1, 2023, the City will reimburse up to One Thousand Dollars (\$1,000) per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job."

**8. Article XXII Transfer of Personnel:** Amend Section 1 as follows:

"PERMANENT TRANSFERS. Permanent transfer of personnel between platoons and stations shall be made once each year and shall be posted on or about two (2) weeks prior to the time of vacation and Work Reduction Day selection and shall become effective on or about the last day of each year. Starting on ~~October~~ November 1 of each year all personnel shall pick his/her platoon and station by seniority in rank starting with Captains, then Lieutenants, Equipment Operators, and Fire Fighters; this process shall be completed on/about November 4 8 and shall be completed using the Department's station/platoon roster as provided by the Administration. In addition, permanent transfers may be made during the year at the discretion of the Chief for efficient and orderly operation of the Department."

**9. Mental health exclusionary language:** Update Article XV "Sickness Disability Program - A"; Section 3 (page 35, line 22) AND "Sickness Disability Program - B"; Section 3 (page 45, line 19) to read:

"Mental or nervous afflictions may be recognized as sickness when they take the form of mental diseases recognized by the medical profession and are diagnosed by a health care provider or qualify as having a serious health condition for FMLA purposes."

**10. Incorporate MOU regarding Electronic Vacation Scheduling:**

Amend Appendix B, Vacation and Work Reduction Day Regulations as follows:

a. 7. VACATION EXCHANGE: "Should an employee desire to exchange a vacation period with another employee, they shall complete an electronic Work Reduction/Vacation Change Request Form ~~FD-38~~. Exchange may be made only with other persons employees of the same rank. ~~An employee wishing to exchange a vacation period will obtain signatures on the back of the FD-38 of every employee having greater seniority in rank, indicating that the signatory does not wish to enter an exchange for the same period.~~ If another employee with greater seniority in rank wishes to enter an exchange for the vacation period, the originator may withdraw the vacation exchange request. The completed ~~FD-38~~ Work Reduction/Vacation Change Request form will be submitted for approval to the ~~Station station~~ ~~Commander commander~~ and ~~Battalion Chief~~ and shift commander.

b. 8. VACATION CHANGE: "If vacation periods become vacant or are vacant within Columns (1) – (5) of the vacation schedule, employees will be permitted to change a vacation period, pursuant to the following guidelines.

(A) A vacation period vacancy must exist before an employee may request a change.

(B) An electronic Work Reduction/Vacation Change Request ~~Form form~~ ~~FD-38~~, shall be filled out by circling selecting "Vacation" and by inserting the date(s) and time ~~(duplicate)~~ to be changed.

(C) The completed ~~Form FD-38~~ request form will be submitted to the ~~Station station~~ ~~Commander commander~~ and ~~Battalion Chief~~ shift commander for approval.

(D) Upon approval, the ~~FD-38~~ request form will be sent to all stations for posting made available to all employees of the fire department via electronic communication, up to 1800 hours on the requesting day. ~~The vacation change request will be announced at roll call, or thereafter up to 1800 hours, at all stations on two (2) workdays of platoon affected.~~ The vacation change request will thereby be held without action for forty-eight (48) hours of the platoon's duty time. Once the change request has been approved and communicated to the affected shift for two consecutive

workdays or given as much notice as possible if applicable to the next workday, the change will go into effect so long as all other guidelines are met.”

c. 10. RESCHEDULING OF VACATION DAYS: Following the sentence that ends in line 10 add: “ This provision does not extend to dates vacated due to retirement, resignation, or dismissal.”

d. 12. CHANGING WORK REDUCTION DAYS:

- Revise the sentence commencing in line 10 to state: “Any Work Reduction Day change will be posted and read at roll call electronically communicated to all employees of the fire department, the same as a vacation change.”
- Revise the sentence commencing in line 20 to state: “The Fire Department Form FD-38 electronic Work Reduction/Vacation Change Request form will be used for work reduction changes as well as vacation changes”.

**11. Incorporate MOU regarding paramedics working as fire inspectors:**

Revise language in Appendix A, Section II, starting at line 24 as follows:

~~“This does not apply to incumbent Fire Inspectors or to any employee selected for this position prior to the effective date of this Agreement. Those appointed as Fire Inspectors and actively employed as paramedics shall receive pay consistent with Section II(a) or (b) of this Appendix as applicable plus additional compensation consistent with Fire Fighters assigned as Inspectors being Seventy-five cents (75 cents) per hour for all hours worked.”~~

**12. Contract Language Updates/Clarifications:**

a. Revise Article IV Association Rights and Privileges, Section 4, by replacing the word “year’s” with the word “scheduled” at line 9 and by replacing “Section 5” with “Section 4(B)” at line 12.

b. Amend Article IX Hours of Work, Section 2 (A)(1) as follows: “For 8-hour employees in ~~the Fire Prevention Bureau, Training Bureau, Safety and Information, and the Bureau of Emergency Medical Services;~~

c. Amend Article IX Hours of Work, Section 3 as follows: “The regular work schedule for all 8-hour employees shall consist of eight (8) hours per day which includes a lunch period break, for five (5) days per week which results in a forty (40) hour per week work schedule. Regularly scheduled off days shall be Saturday and Sunday. Subject to the fire chief’s approval, and when mutually agreed upon by the employee, 8-hour employees may work any modified schedule, not to exceed forty (40) hours per work week.”

d. Amend Article X Time Trades, Section 5 as follows: “ The initiation of a time trade and the return of the time trade shall be recorded on ~~Form FD-19, and must be signed by the personnel involved as prescribed by the revised Department Order 1306~~ utilizing the department’s scheduling software. The time trade must be approved and the form signed by the ~~Station shift Commander commander, and the on duty Fire Fighting Division Battalion Chief.~~ Time trade forms requests may be filled out and submitted at any time prior to the start of a time trade, except as provided herein.”

e. Amend Article X Time Trades, Section 10 as follows: “In the case of a time trade initiated by a Paramedic, if a trade cannot be made with other Paramedic personnel, the employee will be permitted to trade with ~~EMT certified~~ personnel holding any level of EMT licensure who can perform like duties;....”

- f. Amend Article XI Overtime, Section 4(A) as follows:
- “(1) ~~FD-18 Request Form shall be completed, signed and approved~~ Requests to use compensatory time shall be completed utilizing the department’s scheduling software. The ~~FD-18 Request Form~~ request will be submitted not more than thirty (30) days prior to the requested time off. This time limit may be waived by the Chief under exceptional circumstances.”
  - “(6) An employee who fails to be available or report for duty at the designated time shall be penalized in accordance with Article X, Section 8, of this Agreement ~~and Department Order 1072.~~”
- g. Amend Article XIX Duty Incurred Disability Pay, Section 2 as follows: “Base salary is defined as base pay plus longevity, and ~~Paramedic~~ paramedic pay ~~and EMT pay~~ if applicable, but excluding all other pays and allowances.”
- h. Amend Article XXII Transfer of Personnel, Section 2 as follows: “TEMPORARY TRANSFERS. ~~At the start of each new calendar year each employee shall be asked if they wish to be on the voluntary station transfer list for the current calendar year. As much as possible station transfers shall be made from this list and as much as possible station transfers shall be divided between personnel on this list if said personnel are able to perform the duties required. However, if there are no personnel on the transfer list or if no personnel from the transfer list are available, personnel~~ Personnel with the lowest seniority and rank in any station will be used for temporary station transfer, if said personnel are able to perform the duties required, ~~unless a member of greater seniority voluntarily accepts the transfer....”~~ unless a member of greater seniority voluntarily accepts the transfer....”
- i. Amend Article XXV Off Duty Time (C) as follows:
- “(3) State statute has established a presumptive relationship between an employee's fire suppression duties and heart ~~and lung disability~~ or respiratory impairment or disease (891.45), infectious disease (891.453), and cancer (891.455), the employee may develop....”
  - Add the following language to (4): “The provisions of this Article do not apply to fire fighting duties performed in other municipalities due to mutual or automatic aid agreements while working as an employee of the West Allis Fire Department.”
- j. Amend Appendix A, Section I – Rate Calculation, as follows: “Base hourly rate ~~for 24-hour employees~~ is based on 103.68 hours bi-weekly pay, or a 2,695.68-hour year. Annual rate is twenty-six (26) times total bi-weekly, not including holiday pay. Monthly rate is annual rate divided by twelve (12). \*Base hourly rate for 80-hour employees is based on 80 hours bi-weekly pay, or a 2080-hour year. Annual rate is twenty-six (26) times total bi-weekly, not including holiday pay. Monthly rate is annual rate divided by twelve (12). ~~personnel (Fire Inspector, Lieutenant, Captain, Fire Safety/Information Officer).~~”

13. **Housekeeping Items:** update format and language of the contract for consistency purposes including but not limited to: capitalization, header format, hyphens, underscoring, numbering, update titles/names (such as Human Resources Department and references to Fire Chief, AC, DC), etc.; and remove any references to outdated information (that is, maintain relevant/most up-to-date information).

14. **Ratification:** It is understood that the terms of this Summary have been affirmatively approved by the membership of the West Allis Professional Fire Fighters Association.

**FOR THE COMMON COUNCIL  
OF THE CITY OF WEST ALLIS:**



**Kevin Haass,**  
Chairperson, Administrative Committee

Date Signed 2/7/2023



**Thomas G. Lajsic,** President  
West Allis Common Council

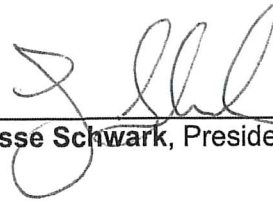
Date Signed 2/7/2023



**Dan Devine,** Mayor

Date Signed 2/7/23

**FOR THE WEST ALLIS PROFESSIONAL FIRE  
FIGHTER'S ASSOCIATION, LOCAL 342**



**Jesse Schwark,** President

Date Signed 2/4/23



**Brandon Foley,** Secretary/Treasurer

Date Signed 2/4/23